

Abbey Wood Grange Day Nursery



Terms & Conditions

The Nursery reserves the right to amend these Terms and Conditions at any time.

Reviewed and Revised January 2018



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Terms and Conditions

1. Definitions

The definitions below apply in these terms and conditions.

“Child”	the Child or Children who are named in the Parent Contract;
“You”	the person, firm or company who purchases Services from us;
“Services”	the Services of a day care nursery during the days or half days indicated in the Parent Contract (excluding bank and public holidays), together with any other Services that we provide, or agree to provide, to you;
“Us”	Abbey Wood Grange

2. Formation of the Contract

A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form and a £50 registration fee, and we have confirmed to you in writing that your application for a place has been successful.

These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

A handbook issued to you by us,

A policy issued to you by us,

A letter that is signed by both you and us

In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the contract

The contract shall last until it is terminated by either you or us giving to the other, in writing, at least four weeks’ notice. However the contract can, in some circumstances be terminated immediately under clause 19.

You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit.

4. Suspension of the Services

The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 20. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

5. Our Obligations

We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2. above.

6. Your Obligations

You shall:

- Co-operate with us.
- Provide to us such information as we may reasonably require about your Child, e.g. any known medical condition, health problem, allergy, or diagnosed dietary requirement;
- Any prescribed medication;
- Any lack of any vaccination, which your Child would ordinarily have by their age;
- Any family circumstances or court orders which might affect the Child's welfare or happiness;
- Any concerns about the Child's safety; and
- Your contact details, and those of your authorised persons who may collect the Child.

You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us whenever they change.

As regards to arrival and departure of a Child, please refer to the nursery's Arrivals and Departure policy. Please ask for a copy of it if necessary.

If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

7. Charges and Payment

You shall pay the charges as set out in the Parent Contract

Charges are due even if the Child is absent

We will charge for Bank Holidays.

VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

The quoted charges are per Child, per core day (meaning 10.5 hours (5 hours per AM/PM session) and include meals.

Extra hours or parts of a day or an hour will be charged for at the hourly rate and must be booked at least 24 hours in advance. These will be billed as extras on the following month's invoice.

The charges must be paid monthly in advance within the first 7 days of the month.

All payments must normally be made by direct debit or Childcare vouchers. We may agree to payment by cash or major credit/debit card, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee (currently £20).

We may increase our charges once per year. We will give you written notice of any such increase one month before the proposed date of the increase.

Without restricting any other legal right that we may have, if you fail to pay us on time we may:

- Make an interest charge of up to 1.5% per cent per month or part month on fees owed due to late payment. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with the overdue amount. In addition we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- Charge you a reasonable administration fee (Currently £20); and
- Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

If you are 60 days or more late in paying us, we may also charge you our reasonable costs of seeking to recover the overdue payments. Such costs will be added to your running account and should be paid within 30 days of notification of them to you.

If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

8. Reducing sessions

You are required to give us one month's written notice of a reduction in the number of sessions you require.

9. Early Sessions

Early starts from 7.30 are available for children attending nursery for the whole day, these will be free of charge. Those attending an AM session (8-1pm) can also be dropped off early however there will be a £4.00 charge for the early 30 minutes start. Nursery must be notified if you wish to partake in the early extra.

10. Free Funded Nursery Education

If you wish to take up your free nursery education, you are required to check your eligibility and read The Early Years Funding Terms and Conditions and complete the Early Years Funding Agreement form at the end of the document. You will need to gain your eligibility code from HMRC and supply us with you National Insurance number. Once you have established that you are entitled to the free funded education you should check with the nursery office for availability and complete the agreement.

Once we are in receipt of the agreement we will email you a Parental Declaration for you to complete and return together with a copy of your child's birth certificate.

Charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals, snacks and refreshments or additional activities provided during any free session, this will be a consumable charge. We cannot accept any food products or drinks to be brought into nursery as we do not have facilities to store these and therefore all meals and snacks etc. will be provided by us.

You are required to complete a registration form with all the relevant contact details and any specific dietary requirements or known allergies and any special needs and additional information. Registration will be free of charge and no holding deposit is required. If you opt for Term Time only (15 hours to increase to 30 hours, if eligible, for 38 weeks of the year) we cannot guarantee a space from term to term and you would need to re-apply at the beginning of each term.

You may attend nursery for additional hours if spaces are available, these extra hours will be charged at the hourly rate. Invoices for additional hours and charges for meals etc. will be invoiced at the beginning of the month and payment must be made as set out in section 7. There will be no refund of charges for absences.

You may also access your funded sessions over 51 weeks of the year, this will entitle you to 11 or 22 hours of funded childcare.

If you are accessing 11 hours funded sessions per week over 51 weeks of the year the 11 hours will be limited to 2 days only and not less than 5 hours per day.

In the event of restricted funded spaces priority will be given to children currently attending nursery before their 3rd birthday.

We will not allow access for funded sessions if your childcare account falls into arrears!

We require 4 weeks' notice in writing of termination of a free funded space, if you join another setting they will not be able to claim until your notice period is served with our nursery.

You can access provision at a maximum of two sites per day but you will be required to indicate which setting is to claim the universal hours and which setting the additional hours.

11. Welfare of the Child

We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.

We will respect the Child's human rights and freedoms, which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms to others.

Your consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing the comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.

Parents of Children who are not potty trained must provide disposable nappies.

Parents should provide sealed formula milk for bottle-feeding babies. Bringing in and storing made-up formula milk may increase the chance of a baby becoming ill and should be avoided.

As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.

The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

12. Health and medical matters

If the Child becomes ill during the nursery session the nursery manager will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from nursery.

You must notify the nursery manager if the Child is absent from the nursery through sickness.

If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.

As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy if necessary.

13. Food/dietary requirements

We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.

Menus will be displayed for inspection, and parents and Children will be able to feed into the review of these.

14. Reporting neglect or abuse

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and we may do without your consent and/or without informing you.

15. Limitation of Liability

This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).

All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.

Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence. Subject to this proviso,

We shall not be liable for:

- Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
- Loss of any profits, or consequential loss; and
- Our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

16.Data Protection

You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.

We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the nursery manager.

17.Security

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

18.Complaints and Concerns

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy.

19.Termination for breach of contract, or bankruptcy/insolvency

Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

- the other party fails to pay any amount due under the contract on the due date for payment and remains in default for 10 days or more, or
- The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- The other party suspends, or threatens to suspend, payment of it's debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay debts or as having no reasonable prospect of so

doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

On termination of the contract for any reason:

- You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt, and
- Any clause in these terms and conditions that implicitly is intended to survive termination shall continue in force.

20.Events that are beyond our control

If any event beyond our reasonable control (e.g. a fire, flood, e-coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.

If it is in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

21.Invalid clauses

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable finds any part of the contract, that part shall be struck out, but the rest of the contract shall apply.

22.Changes to these terms and conditions

We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

We may change any other terms in these terms and conditions provided and we will give you notice of our intention to do so.

23.No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

24.Assignment

The contract is personal to you. You shall not, without written consent, transfer to anyone else any of your rights or obligations under the contract.

25.Rights of Third Parties

A person who is not a party to the contract shall not have any rights under or in connection with it.

26.Governing Law and Jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter of formation (including non-contractual disputes or claims), shall be governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Terms and conditions reviewed and updated 31st January 2018
Please destroy any previous copies.