Nursery Terms & Conditions

The Corner House Day Nursery

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1 Terminology

1.1 **The Nursery or We or Us**: means The Corner House Day Nursery as now or in the future constituted (and any successor).

1.2 **The Nursery Manager**: is responsible for the day to day running of the Nursery and that expression includes those to whom any duties of the Nursery Manager have been delegated.

1.3 **Nursery Premises**: means the premises from which the Nursery operates.

1.4 **The Parents or You**: means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and conditions.

1.5 **Parental Responsibility**: Those who have Parental Responsibility (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.

1.6 **The Child**: is the child named on the acceptance form.

1.7 **Calendar Month**: means the period between the first day and the last day inclusive of any calendar month.

2 The Nursery

2.1 **Our aims**: The Nursery is a constantly developing community of children, staff and parents. We aim to provide a happy and secure environment in which each child can develop at his / her own pace. The Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the Child maintains appropriate standards of punctuality, behaviour, discipline and hygiene.

2.2 **The Child's health**: The Parents must inform the Nursery if the Child has any known medical condition or health problem or has been in contact with an infectious or contagious disease. The Child must not be brought to the Nursery if unwell.

3 Entry to the Nursery

3.1 **Registration of interest**: The Child will be considered for Entry to the Nursery when the application form has been completed and returned to the Nursery together with the non-refundable Registration Fee, if payable.

3.2 **Admission**: occurs when the Parents accept the offer of a place by the Nursery and they complete the acceptance form. Admission to the Nursery will be subject to the availability of a place. A deposit (**Acceptance Deposit**) as shown in the Sessions and Fees List will also be payable when the Parents return this form. The Acceptance Deposit will be retained in the general funds of the Nursery until the Child leaves and will be repaid without interest following the Child's departure less disbursement and subject to payment of all other sums due to the Nursery. Please also see clause 7.7, 7.8, 7.9, 7.10, 7.11.

3.3 **Entry**: is the date when the Child attends the Nursery for the first time under these Terms and conditions.

3.4 **Variations:** these Terms and conditions and the Sessions and Fees list are subject to change from time to time to reflect changes in the law or custom and practice at the Nursery.

3.5 **Change**: The Nursery reserves the right to make changes to the curriculum or to the structure and composition of classes or to the length of the nursery day. Notice of any significant change and reasons for the change will be given as soon as practicable but on occasions it will be less than one Calendar Month.

4 Fees

4.1 **Fees**: In these Terms and Conditions Fees may include alone or in combination any of the Registration Fee and the Acceptance Deposit, the monthly charge set by the Nursery for all individual sessions the Child will attend, additional charges incurred for un-notified late collection or bank charges arising from default in Fee's payment or late payment charges if incurred. The Parents will be consulted regarding any extra costs such as day trips or external activities. In addition, fees are discounted when a child reaches age three. These reductions are applied to the Fees one Calendar month following the child's birthday.

4.2 **Fees increases**: Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than Two Months' notice of a Fees increase, they may give to the Nursery written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest, less any sums owing to the Nursery.

4.3 **Payment of Monthly Fees**: The Parents jointly and severally agree to pay the Fees applicable to each Calendar Month directly to the Nursery. Fees for each Calendar Month are due and payable as cleared funds on the 1st of the Calendar month before the commencement of the Calendar Month to which they relate, by direct debit (form available at the office) and childcare vouchers. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The Nursery reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds and may request evidence of these from the Parents.

4.4 **Mid-month start date:** sessions attended up to the 1st of the month will charged at a daily rate and fees will be payable by BACS or credit card to ensure that payment is received before Entry.

4.5 **Third party arrangements**: An agreement with a third party (such as an employer, University/College grant, grandparent or step-parent without Parental Responsibility) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and conditions unless an express release has been given in writing, signed by the Nursery Manager. The Nursery reserves the right to refuse a payment from a third party.

4.6 **Indemnity**: If the Nursery is required to pay all or part of any sum received from a third-party credit provider on behalf of the Parents, the Parents shall indemnify the Nursery against all losses, expenses (including legal expenses) and interest suffered or incurred by the Nursery.

4.7 **Full time fee calculation**: The monthly nursery fee calculation is based on cost of sessions x number of sessions x 51 weeks and then divided by 12 months. This ensures that a regular monthly fee is payable. Any queries with fees must be resolved before Entry as The Nursery will not entertain any disputes on Fees after this date. Clauses 4.15 and 4.16 apply where non-payment is due to dispute of Fees.

4.8 **Early Years Funded places:** Please refer to the Entitlement Policy that is available from the Nursery Manager. This provides a detailed explanation of who is entitled to the funding and how this is reflected in the Fees. Any queries with fees must be resolved before Entry as The Nursery will not entertain any disputes on Fees after this date.

4.9 **Inset days**: The nursery is committed to raising the standards of nursery childcare and supporting its employees to do this by providing training and development opportunities they need to keep their skills and knowledge up to date. At least 3 months' notice of each inset day shall be given by The Nursery. No deductions shall be made to any fees or charges payable under this contract to take account of the fact the service shall not be provided on such inset days.

4.10 **Refund or waiver**: Fees will not be refunded reduced or waived if:

4.10.1 the Child is absent through illness; or

4.10.2 a Term is shortened, or a vacation extended; or

4.10.3 the Nursery is temporarily closed due to adverse weather conditions; or

4.10.4 for any reason other than exceptionally and at the sole discretion of the Financial Controller in a case of genuine hardship.

4.11 **Late payment**: Fees that remain unpaid one week after the due date or if the direct debit is cancelled or is returned due to insufficient funds, the Parents shall be liable for an additional late payment fee of £50. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Nursery in the recovery of any unpaid Fees regardless of the value of the Nursery's claim.

4.12 **Exclusion for non-payment**: The Child may be excluded from the Nursery on three days' notice when Fees are unpaid or evidence of the identity of the payer or the source of the funds is not provided following a reasonable request. The Child will be deemed withdrawn without notice 10 days after exclusion if payment is not received or evidence requested is not provided.

5 Pastoral care

5.1 **Welfare of the Child**: We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Nursery community and the rights and freedoms of others.

5.2 **Physical contact**: The 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.

5.3 **Concerns or complaints**: Any question, concern or complaint about the pastoral care or safety of the Child must be made to the Nursery Manager. A copy of the Nursery's complaints procedure can be provided on request.

5.4 **Disclosures**: The Parents must, as soon as possible, disclose to the Nursery in confidence any known medical condition, health problem or allergy affecting the Child, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.

5.5 **Special precautions**: The Nursery Manager must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.

5.6 **Belongings**: The Child should not bring money, valuables, sweets or toys with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. Items requested by Nursery Staff for the purpose of a class activity will be allowed, however this is done so entirely at their own risk. A comforter will be allowed. The Parents are asked to supply the Nursery with named sun cream in the spring and summer for use on their Child only and may be required to sign a consent form to permit the Nursery to use sun cream on their child.

5.7 **Collection**: The Child must either be collected by one of the Parents or an alternative collector who is listed in the application form. The Parents must supply information in accordance with the Nursery's security procedures for collection as required by the Nursery from time to time. Parents can authorise an alternative person to collect their child. In this case, a password will be agreed with the Parents which the person collecting the child must supply.

5.8 **Dietary requirements**: The Parents should advise the Nursery in writing of any dietary requirements or allergies. A doctor's note should be provided if the Child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the Child does not come into contact with certain foods.

5.9 **Transport**: The Parents' consent to the Child travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

5.10 **Communications from parents**: Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the Nursery to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Child from the Nursery. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Section 7.1.

5.11 **Photographs or images**: The Nursery may obtain and use photographs or images of the Child for:

5.11.1 use in the Nursery's promotional material such as the prospectus, the website or social media;

5.11.2 press and media purposes;

5.11.3 educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Child without the Parents' consent. The Nursery may seek specific consent from the Parents before using a photograph or video recording where the Nursery considers that the use is more privacy intrusive.

5.12 **Request for confidentiality**: The Parents may ask Us to keep information about the Child confidential. For example, you may ask Us to not use photographs of the Child in promotional material or ask Us to keep the fact that the Child is on the Nursery roll confidential. If the Parents would like information about the Child to be kept confidential, they must immediately contact the Nursery Manager in writing, requesting an acknowledgment of their letter.

5.13 **Nursery's liability**: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Nursery does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

6 Health and medical matters

6.1 **Infectious and contagious diseases**: The Child will not be accepted into the Nursery with an infectious or contagious disease or illness and must not return to the Nursery until medically fit. The Nursery reserves the right to send the Child home if they become unwell whilst under the Nursery's care. The Parents must provide the Nursery with a daytime contact number.

6.2 **Medicine**: With the exception of 'Calpol', the Nursery cannot administer any medicine to the Child unless prescribed by a doctor. 'Calpol' will only be administered if the Child has a temperature and if the Nursery holds a consent form signed by the Parents to enable it to do so. The Nursery will maintain a medical register detailing any medicines administered to children. In the case of a prescription medicine, the Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.

6.3 **Medical information**: Throughout the Child's time as a member of the Nursery, the Nursery Manager shall have the right to disclose confidential information about the Child if considered to be in the Child's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential, "need to know" basis.

6.4 **First aid provision**: The Parents' consent to the Child receiving first aid treatment as and when necessary, from an appropriately qualified person.

6.5 **Emergency medical treatment**: The Parents authorise the Nursery Manager to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Child's welfare, and if the Parents cannot be contacted in time.

7 Provision about Notice

7.1 **Monthly Notice**: means two Calendar Month's written notice given by:

7.1.1 both Parents; or

7.1.2 one of the Parents with the prior written consent of the other Parent; and

7.1.3 in either case the prior written consent of any other person with parental responsibility where appropriate.

delivered to and received by the Nursery Manager before the first day of the Calendar Month. The Parents should contact the Nursery Manager if no acknowledgement of the Notice is received from the Nursery within seven days of the date of the Notice.

7.2 **Written Notice**: must be given if:

7.2.1 The parents wish to cancel the place after acceptance; or

7.2.2 The parents wish to withdraw the Pupil who has entered the Nursery

7.3 **Provisional Notice:** is valid only for the Two-month period in which it is given. Provisional notice must be given in writing and received by the Nursery manager personally.

7.4 **Fees in lieu of Notice:** in circumstances where the Parents have not given Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Period following Withdrawal. A fee in lieu of Notice represents a genuine pre-estimate of the Nursery's loss. This rule is necessary to promote stability and the Nursery's ability to plan its staffing and other resources.

7.5 **Cancellation:** means the cancellation of a place at the Nursery which has been accepted by the Parents and which occurs before the Pupil enters the Nursery or where the Child does not enter the Nursery. Please see clause 3.3 for details of when Entry to the Nursery occurs.

7.6 **Cancellation rights:** The Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the Nursery has provided any educational services under this agreement.

7.7 **Cancelling acceptance**: The Cancellation of the place after acceptance can cause long-term loss to the Nursery if it occurs after other families have taken their decisions about schooling for their children and after the expiry of the 14-day period described in clause 7.7 above. The Acceptance Deposit should therefore only be paid once a firm decision to join the Nursery has been made. The Nursery relies on commitments given when accepting places to budget for income and expenditure requirements each year.

7.7.1 If the offer of a place is made in the Calendar Month of Entry the Parents may cancel their acceptance in writing in accordance with clause 7.7 within the 14-day cancellation period. The Acceptance Deposit will then be refunded by the Nursery. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation, they will incur a liability to pay Two Calendar Month's Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, payable as a debt.

7.8 **Deferring Date of Entry**: The Parents may request to defer their date of Entry in writing at any time up to the start of the Two Months before Entry. The Nursery Manager will consider the request, and subject to available places, will confirm in writing if this request can be agreed. If the change is accepted, the Parents are liable to pay a Two Months Fee, which is due by the original Date of Entry. Upon Entry the payment in advance will be credited against Fees due. Fees and Notice will be governed by the rules set out in section 4 and section 7. If the Parents give Notice of Cancellation after the entry date is changed or give no Notice of Cancellation prior to the entry date, the Two Months Fees will be retained in lieu of notice, less the Acceptance Deposit.

7.9 **Withdrawal**: means the Withdrawal of the Child from the Nursery by the Parents with or without the Notice required under these Terms and conditions at any time after the Child has entered the Nursery. Notice must be given before the Child is withdrawn (including places funded by a Nursery Education Grant) or one Calendar Month's Fees In lieu of Notice will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request.

7.10 **Removal**: The Parents may be required to remove the Child, temporarily or permanently from the Nursery, if, after consultation with the Parents, the Nursery Manager is of the opinion that by reason of the Child's conduct, the continued presence of the Child is incompatible with the interests of the Nursery, or if a Parent has treated the Nursery or members of its staff or any member of the Nursery community unreasonably. The Nursery is not obliged to provide notice under these circumstances. There will be no refund of Fees, but the Acceptance Deposit will be returned, and Fees in lieu of Notice would not be charged.

7.11 **Amendment to sessions**: any reduction in sessions requires two Calendar Months' Notice. Reduction in sessions will be adjusted on the invoice for the next Calendar Month. Any increase in sessions requires one Calendar Months' Notice. If the change in sessions is effective mid-month, then additional sessions attended up to the 1st day of the Calendar Month will be charged at a Daily Rate. This is payable by BACS or credit card.

8 Events beyond the control of the parties

8.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

8.2 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

8.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

8.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working **days' notice in writing to the other party.**

9 General conditions

9.1 **Data protection**: The Parents are asked to read the Nursery's privacy notice [enclosed with the letter of offer] before signing the acceptance form.

9.2 **Insurances**: The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.

9.3 **Management**: It is our intention that these Terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and children, and those of the Nursery community as a whole. We aim also to promote good order and discipline throughout our Nursery community and to ensure compliance with the law.

9.4 **Legal contract**: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and conditions, together with the letter of offer, the acceptance form and the Sessions and Fees List.

9.5 **Consumer rights**: Care has been taken to use plain language and to give clear explanations in these Terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' statutory rights.

9.6 **Information for parents:** We provide parents of prospective pupils with information about the Nursery and the educational services we provide in good faith. This information may be contained in the Nursery's website or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement, they should seek specific confirmation from the Nursery Manager that the information is accurate before returning a completed acceptance form to the Nursery.

9.7 **Non-Solicitation of Staff:** The Parents agree not to canvass, solicit or encourage directly or indirectly any member of the nursery staff to leave his / her employment. This includes employment on a part time basis for evenings or weekends. If the Parents employ a member of the Nursery staff within 3 months of him / her leaving the Nursery, the Parents shall be liable to pay up to 15% of the former employee's annual salary based on the annual salary at the time of leaving.

9.8 **Third party rights**: Only the Nursery and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

9.9 **Interpretation**: These Terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and conditions.

9.10 **Jurisdiction**: This contract was made at the Nursery and it, together with each matter relating to the provision of nursery services by the Nursery, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1 Summary of clauses containing financial consequences

Event	Clause
Registration Fee	3.1
Offer of a place and deposit	3.2
Refund or waiver	4.15
Late payment	4.15
Exclusion for non-payment	4.16
Fees in lieu of Notice	7.5
Cancellation rights	7.7
Cancelling Acceptance	7.8
Deferring Date of Entry	7.9
Fees following Removal	7.11
Amendment to sessions	7.12

Schedule 2 Summary of clauses containing Consent

Event	Clause
Consent to Physical Contact	5.2
Medical declaration	5.4
Consent to Travel by Public Transport or Motor Vehicle	5.9
Consent to Photography or Images	5.11
Consent to the administration of Calpol	6.2
Emergency Medical Treatment	6.5