

## **Little Robins Terms and Conditions**

A contract for the services will be formed between you and us once we receive a signed and fully completed registration form and we have confirmed that your application for a place has been successful.

A £200.00 deposit is required to secure your child's place and is refunded when the child leaves and has attended the nursery for a minimum of 6 months and all fees are settled in full.

These terms and conditions govern the contract between you and us for the provision of quality nursery care as outlined in the Statutory Framework for the Early Years Foundation Stage, however they should be read in conjunction with our policies and procedures. A copy can be provided on request. Parents must familiarise themselves with these policies and procedures.

## **Care Requirements**

### **Our Commitment to you**

We will use all reasonable efforts to provide the services to you, in accordance and in all material respects with these terms and conditions.

### **Your Commitment to Little Robins**

1. You will provide us with a copy of your child's birth certificate.
2. You will ensure all information supplied in the registration form is correct and up to date.
3. You must immediately inform us of any change to this information, which includes: any special educational needs and/or disability (SEND); medical needs (including allergies/intolerances and/or medical conditions and whether your child requires medicine to be administered). Your child's attendance at Little Robins whilst on medication is at our sole discretion
4. You must inform us of any court or consent order or signed custodial agreement relating to your child's care arrangements; and contact details for you and any other person(s) authorised to collect your child. We reserve the right not to release your child to a person if we are not satisfied, they are authorised to collect them.
5. To co-operate with us and provide such information as we may reasonably require about the child, your contact details and those of your authorised persons who may collect the child. You must provide accurate details and promptly inform us in writing whenever they change.
7. You must tell us if your child has become unwell during the last 48 hours or been in contact with an infectious disease. Little Robins reserves the right to refuse admittance to the nursery and the right to suspend the services if, in the opinion of Little Robins and with

reference to the Health Security Agency UK guidelines, the child is not fit, due to illness or any other reason whatsoever, to attend.

8. We may administer first aid in the event of an incident or accident, certain types of non-medically prescribed medication (such as to reduce your child's temperature or respond to an allergic reaction) or apply sun creams / nappy cream as we deem appropriate. Please do not use creams, sun creams, oils on your child that may contain nut oil, e.g. arachis.

**You must notify us in writing if you do not consent to this, but please note that it may result in your child not being permitted to attend Little Robins.**

### **Reporting of safeguarding concerns**

We have a duty of care to report to the relevant authorities any safeguarding concerns that a child is at risk of harm, and we may do so without parental consent and/or without informing a parent.

### **Fees**

Fees are payable monthly in advance and invoices will be raised at least 5 working days prior to the 1st of each month advance and are invoiced based on your permanent booking pattern. Payment will be by direct debit or bank transfer.

For security reasons Little Robins is not able to accept cash or cheque payments.

Extra sessions and/or additional charges will be invoiced separately.

Fees include Nappies, wipes, suncream, milk, snacks and extra curricula activities. We do not provide lunches and parents will need to provide a packed lunch for children that are attending a full day. **Little Robins operates a strict no nuts policy and under no circumstances are nuts allowed on the premises.**

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

1. Exclude your child from the nursery until the account is settled in full.
2. Charge interest at a daily rate of 5% on any late nursery fees plus a £25 administration charge
3. 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.

If we need to increase our charges, we will give you written notice of any such increase at least one calendar month before the new charges apply.

### **Funded nursery entitlement**

Your child may be entitled to funded nursery education. Funded hours are calculated at 30 hours per week for 38 weeks giving a total allocation of 1,140 hours per year.

As we will be open for 48 weeks this allocation allows 23.75 hours per week (1,140 hours divided by 48).

Our fees are calculated on a prorata basis; therefore, your monthly bill will be the same regardless of how many weeks are in the month and are calculated as follows

Number of sessions per week x 48 divided by 12 equals your monthly bill

Please note; if your child is eligible for the funding, it will be applied from the term after the qualifying birthday.

Details regarding eligibility can be found on [www.childcarechoices.gov.uk](http://www.childcarechoices.gov.uk)

The portal for applications is operated by HRMC and they are currently accepting applications for funding support. Your child is eligible for funding if you meet their criteria. Once you have been issued a code from the portal, please contact the management team and complete the local authority agreement. This is a form that is completed by the parents authorising us to claim funding on your behalf. It is vital that all sections of this form are completed and presented to the manager with a copy of the birth certificate for the child.

Please be aware that if the code has expired and has not been revalidated within the required period the local authority will not authorise our claim on your behalf. If you have any issues with the portal then these will need to be addressed with childcare choices directly as we are unable to assist with this. We will charge full fees for the period, which will normally be for a term, if we cannot claim funding on your behalf. In these situations, we will inform you as soon as the local authority inform us.

### **Minimum Booking**

You must book a minimum of six sessions per week, per child. If you wish to decrease your child's sessions, you must give us at least four weeks prior written notice. You cannot reduce your child's sessions below the minimum sessions per week – if you do so we reserve the right to cancel this contract with you. If you fail to give the Minimum Notice, you shall remain responsible for paying the full fees for your child from the date you give notice until the end of the Minimum Notice period.

If you wish to defer your child's start date you must give a minimum of 4 weeks' notice. If You fail to give the minimum notice, you shall remain responsible for paying the full fees for your child from the originally agreed start date until the end of the minimum notice period.

### **Late Collection Charges**

You must immediately inform us if you are unable to collect your child by the specified closing time or after your child's allocated session time. Late collection will result in additional fees being charged to you to account for the additional hours of services provided. This will be invoiced to you monthly in arrears. If we have not been able to reach you or an authorised person to collect your child, then we reserve the right to call appropriate government bodies to collect your child.

### **Change of permanent sessions**

If you wish to change the number of sessions, this can be done at the end of the billable month with a minimum of one calendar months' notice in writing. The changing of sessions is only permitted on a permanent basis for which the normal notice period is required. For the avoidance of doubt, a permanent booking pattern is defined as a minimum of 4 weeks duration. If a booking pattern reverts during this minimum period, we reserve the right to charge the original booking pattern for the whole period.

### **Refunds**

No refund or swapping of sessions will be given for days where:

1. Your child has been absent due to illness or holidays
2. We are closed due to a public holiday
3. We are closed on any other designated days as required under Little Robins policies and procedures (which We will make known to you in advance).

If we take the decision to close due to events or circumstances which are outside Little Robins control. We shall be under no obligation to provide alternative Services to you. If the closure exceeds three days in duration (excluding any days when we would otherwise be closed), We may credit you with an amount that represents the number of days we are closed in excess of three days.

### **Notice to terminate, cancel or amend your start date**

We appreciate plans can change and we aim to accommodate these changes as much as possible, but we ask that should you wish to amend your start date at the nursery this is only moved once and still within three months of your initial start date. Either party can terminate this agreement and their obligations hereunder by giving, in writing, not less than one full calendar months' notice ending on the last day of that billable month. Parents remain liable for fees throughout the notice period even if the parent withdraws the child from the nursery during this notice period.

We can end this contract at any time by providing you with at least four weeks prior written notice. We can suspend the Services, or end this contract immediately if:

1. You have failed to pay any fees by the due date;

2. You have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time;
3. You behave unacceptably (in our sole discretion) in Little Robins premises or with any of our colleagues; and/or your child's behaviour is deemed by us to be unacceptable or endangers the safety and wellbeing of other children or our colleagues. Where we elect to suspend the provision of services under this clause the suspension shall continue whilst we try to resolve the identified problem. If your child is suspended part way through a month, we shall credit any fees you have already paid for the remaining part of that month, calculated on a pro-rata basis.

### **Adhoc bookings**

Adhoc bookings are subject to availability and are not guaranteed. Sessions should be requested in advance wherever possible.

If you wish to cancel a booked session we require 48 hours notice. If less than 48 hours notice is received the session will be charged as normal.

### **Collection of the child**

You agree to deliver and collect, or arrange for the delivery and collection, of the child to and from the nursery within the stated hours. If you are not able to personally collect the child, either regularly or on a specific occasion, arrangements must be made with the nursery for each alternative collection. This must be in writing and include the full name, password and photograph of the collector.

### **Parental participation**

Little Robins shall take reasonable steps to allow and encourage the parent to have access to the nursery and the child during the nursery's opening hours.

To support working in partnership with parents and other registered childcare providers the nursery will contact any other provision the child attends to gather and share assessments of the child's development and learning.

### **Personal property and belongings**

It is the parent's responsibility to clearly label all items of clothing and ensure that practical clothing is worn when attending the nursery.

Your child is not permitted to bring any smart device with camera / recording functionality into Little Robins. We accept no liability for any loss or damage to any items left by you or your child at Little Robins such as car seats, prams, toys, clothing or smart devices. All items are left at your own risk.

Any person using the parking facilities does so entirely at their own risk.

### **Temporary Interruption of Facilities**

Little Robins will not be under any liability or held responsible to the parent or child in respect of any temporary interruption in, or temporary failure of, or delay in providing the services. If such failure or delay is caused by the temporary unavailability of staff, building or maintenance work to the nursery, fire, abnormal weather conditions, government action or regulations or by some other cause (whatever the description and not necessarily limited to the foregoing examples) beyond the reasonable control of Little Robins, no recompense will be made.

### **Continuity of staff**

Parents agree to recognise that the success of Little Robins in providing quality childcare is, in large part, dependent upon the continuity of staff remaining in our employment. Parents using the nursery therefore agree to be bound by our policy regarding usage of employees or ex-employees, which prohibits their use in a childcare capacity for a period of 3 months from the date of leaving the employment of Little Robins. It is further agreed that the penalty for such breach shall be equal to three months' salary of the staff member. For the avoidance of doubt, this sum shall be used as the agreed quantum of damages suffered by Little Robins regardless of whether you have been instrumental in enticing the staff member away from our employment.

### **Opening hours**

Normal opening hours are between 8am and 5pm, Monday to Friday, except for bank holidays, public holidays.

Additionally Little Robins will also be closed on the following dates

**Easter** – Closed from Good Friday and the following week (reopen a week after Easter Monday)

The first two full weeks of August

**Christmas** - closed on the 24<sup>th</sup> December reopening on the 2<sup>nd</sup> January.

### **Complaints**

Complaints regarding the service provision and/or level of care you or your child has received should in the first instance be addressed to the nursery manager/director in person or in writing. If your complaint is still not resolved to your satisfaction, then you can contact OFSTED on 0300 123 1231 A full copy of the complaints policy is available on request.

### **Data Protection**

You agree that your personal data will be processed by and on behalf of us in connection with the services.

Please refer to our Data Protection Policy for more information.

### **General**

We may unilaterally change any provision of these terms and conditions without notice to you where such change arises from regulatory or legislative requirements. For any other changes to these terms and conditions We will give you four weeks' notice in writing (including by email).

### **Data Protection**

We process personal data, including special category data, for our colleagues, parents and children. We do not retain personal data for longer than necessary; and only in accordance with our contractual and legal obligations. Full details of how we meet our data protection obligations and how you can exercise your rights, is set out in our Privacy Policy available on our website

### **Governing law and jurisdiction**

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation, shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

We reserve the right to update and/or amend these Terms and Conditions at any time.

Add in copy of what's included in our fees e.g. nappies, suncream, staff quality etc example on Little Toads pp slide