

## **Terms and Conditions**

### **1. General**

#### **Age of Admittance**

0 to 5 years of age. (Zone4kids at Whitley Lodge 0 to 11years of age)

#### **Hours of Opening**

The Nursery is open Monday to Friday from 7:30am to 6:00pm. (Zone4kids at Whitley Lodge opens from 7:45am to 6:00pm)

#### **Weeks Open**

The Nursery is open all year apart from days covered in 'Nursery Closure'.

#### **Settling In / Gradual Admissions**

It is our aim to allow all children time for settling in, so that the child can form good relationships with their carers and become familiar within the nursery surroundings. Each child and their needs differ so the length of time for settling in varies from child to child.

We request that a parent completes all of the registration forms and permission forms in advance of the start date and that the week before the start date a parent attend the nursery so they can read all the policies and procedures and staff can obtain the relevant child related information and consent to ensure a smooth transition into nursery.

#### **Changes**

We reserve the right to make amendments to the terms and conditions of your childcare contract without notice. The current terms and conditions are published online on our website.

#### **Change of Details**

Please immediately inform us of any changes to any of your contact details.

#### **Court order**

You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

#### **Nappies**

Parents are asked to provide supplies of their preferred nappies. These will be labelled with each child's name

#### **Off Premises Visits**

Staff may occasionally take the children for walks or visits off premises during the course of their sessions in accordance with statutory staffing requirements and parental consent being obtained.

### **Mobile Phone**

To ensure the safety and wellbeing of all children who attend our nurseries we enforce a no personal mobile phone usage within our settings, this includes but not limited to smart watches which can access the camera. Should you be on your personal mobile phone as you arrive at the nursery can we please ask that you conclude your phone call before entering the premises and do not use this again until you have left the nursery.

### **Equal Opportunities**

We are an equal opportunities organisation, which makes decisions without regard to race, colour, sex, religion, national origin, age, disability, marital status or sex change status or any other factor protected by law.

### **Nursery Closure**

The Nursery is closed on public Bank Holidays and from 13.00 on Christmas Eve and will remain closed until the start of the new term in January.

If the Nursery that your child attends has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. However, we will make every endeavour to offer care at one of our other settings subject to availability.

If the closure exceeds 3 days in duration (excluding any days when the nursery would otherwise be closed), we will credit you with an amount that represents the number of days the nursery is closed in excess of 3 days for the sessions you have prepaid.

### **Complaints or Concerns**

Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the Area Manager for investigation. We operate a complaints procedure:

Stage 1: Keyworker/Senior member of staff

Stage 2: Formal written letter to nursery manager

Stage 3: Formal meeting between parties concerned

Stage 4: Area Manager or Company Director

Stage 5: If no mutual resolve can be made between Stages 1–4, parents have the right to contact Ofsted (including at any point through the stages)

The full flow chart guide can be found on the parent notice board in the setting.

### **Employment or Solicitation of Staff**

If, during this childcare contract and for a period of 6 months after the termination of this contract, you (directly or indirectly) employ or otherwise engage the services of any member of our staff who has had contact with your child under this contract then you will be liable to pay and you will be invoiced a fee of £2,000.00 as payment to us for recruiting and training a suitable replacement member of staff.

## **2. Medical**

### **Emergency Treatment**

Any child who attends Nursery and has an accident whilst in our care will be given basic first aid treatment by staff. This will include the treatment of minor cuts, bumps or bruises.

Any emergency treatment or medical advice will be permitted unless a parent states in writing otherwise. The Nursery does not accept any responsibility for treatment given against parent's wishes if we have not been informed otherwise.

### **Accident Book**

All Parents will be informed and required to sign the accident book and accident form. In the case of a more serious accident or incident a child will be taken immediately to the nearest hospital and parents will be informed.

### **Sickness**

The Nursery will make every effort to notify parents should their child become ill at the Nursery. Senior staff reserves the right to remove the child to hospital in an emergency. Please note minimum exclusion periods apply and must be adhered to; our policy and guidelines are available from the nursery manager.

### **Minimum Exclusion Period for Nursery**

Disease / Illness Minimum Exclusion Period

When on Antibiotics First two doses to be given at home. Nursery will give your child antibiotics only if a medication form is filled out. The medicine must remain in its original bottle with the child's name on, medicine name and dosage instructions.

Chickenpox: 5 days from the onset of rash

Conjunctivitis: None

Diarrhoea: 48 hours after last occurrence

Gastroenteritis: Until authorised by Doctor

Hand, foot and mouth: None

Impetigo: Until lesions are crusted and healed, or 48 hours after commencing antibiotic treatment

Infective hepatitis: 7 days from onset of Jaundice (or 7 days after symptom onset if no jaundice)

Head lice: None. If lice are found on your child's head then you will be asked to treat the lice.

Measles: 4 days from appearance of rash

Meningococcal infection: Until recovered from illness

Mumps: 5 days after onset of swelling

Plantar warts: No exclusion should be treated and covered

Poliomyelitis: Until declared free from infection by a doctor

Rubella: 4 days from the appearance of the rash

Ringworm of Body: Seldom necessary to exclude provided treatment is being given

Scabies: Child can return after first treatment

Scarlet fever: Child can return 24 hours after commencing appropriate antibiotic treatment

Tuberculosis: Until authorised by Doctor

Typhoid fever: Until authorised by Doctor

Vomiting: 48 hours after last occurrence

Whooping Cough: 5 days from commencing antibiotic treatment or 21 days from the onset of illness if no antibiotic treatment

Temperature If your child has a temperature above 37.5\*c and under 39\*c we will contact you to ask permission to administer age appropriate dose of calpol, we will retake your child's temperature within the hour if it hasn't returned to the normal temperature 37.5\*c then we will require you to come and collect your child within 30 minutes. However, if the

temperature is above 39\*c we will ring for permission to give calpol but will require you to collect your child

If we fail to contact you, we will contact the named 2<sup>nd</sup> person on your contact list.

Should you be unable to collect, we ask you make arrangements for an alternate named person to collect.

No medication can be given without prior consent, the only exception is calpol for a high temperature.

The Nursery's exclusion policy is guided by the relevant local Authority. Please inform us immediately if your child is diagnosed with any allergy or intolerance.

### **3. Child Security and Protection**

#### **Child Protection**

Any child who attends the Nursery, irrespective of their racial origin, gender, physical or mental impairment, class, religion or cultural background has a right to protection from neglect, physical, sexual or any other abuse and it is our priority to keep children safe from harm whilst in our care.

The Nursery has a full written policy on Child protection which is available from the nursery manager.

#### **Arrival of children**

On arrival please be sure your children are put directly into the care of a Nursery Staff Member and entered into the attendance register.

#### **Collection of Children**

Children will not be released into the care of anyone other than those named on the childcare registration form unless authorised by the parents personally, by telephone or in writing. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

In addition, a personal visit of introduction by the parents, of anyone who will be collecting the child on occasions is encouraged so we are able to confirm their identity.

You are required to inform us immediately if you are unable to collect your child from nursery by the official collection time. All collections must be by an adult over 16 years of age.

#### **Social Services**

It is our obligation to require or seek professional advice or actions from the local social services team if we suspect a child is suffering from harm. 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.

#### **Behaviour Management**

The Nursery has a written policy on behaviour management which is available from the nursery manager.

## **4. Property and Premises**

### **Personal Property**

The Nursery does not accept responsibility for loss or damage of personal property brought on to the premises by children or parents.

### **Clothing**

Parents are requested to send children in easily washable, clearly labelled clothing which is appropriate to the weather conditions. Please discourage your child from bringing items of value to the Nursery. Please provide indoor shoes and a spare set of clothing for your child in case of an accident or the need for change of clothing

### **Car Parking**

Please drive and park with consideration for neighbours and the safety of the children arriving and departing the Nursery.

## **5. Food and Drink**

### **Water**

Fresh drinking water is available to all children throughout the day.

For the older children water is available for them to help themselves when thirsty, this promotes independence and self-help skills. For the younger children water will be available and offered throughout the day alongside designated snack and meal times in either beakers or cups depending upon the age and stage of development of the children.

All children will be encouraged by the staff to drink water throughout the day as part of our commitment to offering healthy food and drink options.

### **Meals & Snacks**

Children will be provided with drinks and snacks at regular morning and afternoon snack times along with a nutritious, balanced hot meal daily. Menus are displayed on the parents display board; these include age and stage applicable meals and vegetarian options. Where ever possible all special dietary requirements will be catered for. Meals were always included in our fees but are now separated as when your child receives 15 hour/30 hour funding the funding does not include any provision for meals which we will continue to charge for separately.

For Health and Safety reasons we do not accept children bringing in their own packed lunch, unless an arrangement with the Manager has been made.

### **Nut Allergy**

As the number of children with nut allergies is increasing with parental support we aim to keep the nursery NUT FREE. Parents are requested not to send food or empty food packaging materials into the nursery.

### **Milk Feeds**

Parents will provide formula milk for babies that require this, it will be prepared as per instruction from the parent, Children that are given permission from parents to have cow's milk (normally one year old) the nursery will provide the milk.

## **6. Childcare Registration**

### **Confirmation of Your Childcare Place**

We will confirm your childcare place within 7 working days as this is subject to childcare place availability.

### **Registration Fee**

A non-refundable registration fee of £50 is payable to reserve your childcare place and reserve your booking pattern. A Direct Debit Mandate will be issued at which time £50.00 will be taken from your nominated bank account as per your DDM and your place will only be confirmed once the fee has been paid.

### **Reserving a Childcare Place**

We understand that sometimes circumstances change and accept that your booking pattern maybe subject to change, this can be done with one month's written notice at no cost.

### **Schedule of Fees**

The schedule of fees is available from the nursery manager. These are reviewed annually, in most case for a March introduction. Although very unlikely, we do reserve the right to change our fees at any time, one month's notice will be given.

## **7. Booking Pattern**

Invoice values will change in accordance to the number of days in the month. In most cases an average regular monthly fee will be calculated and paid at the beginning of each month in advance. Your running balance will be available to view on Parent Admin once you have your log on details. Our nursery 'Parent admin' software will automatically calculate new tariffs when your child becomes 2. Funding will also be taken off your fees when applicable. When your child leaves nursery any overpayment will be refunded and any undercharge will become payable in your child's last month at nursery.

### **Full Days**

Full days are calculated from 8:00am to 6:00pm. (Zone4kids at Whitley Lodge 7:45am to 6:00pm)

### **Sessions**

Sessions are calculated from 8:00am to 13:00pm (Zone4kids 7:45am to 1:00pm) or 13:00pm to 18:00pm.

### **Term Time Only**

We are only able to accept a limited number of term time only booking patterns. Funding covers 38 weeks per year. In the event of a funded only term time place becoming unavailable we will make every effort to offer a place at one of our other settings depending on availability.

### **Change of Booking Pattern**

To increase your booking pattern we require one week's notice, but we will endeavour to make the change sooner if required subject to availability.

To decrease your booking pattern you must provide us with one month's notice in writing or by email to the nursery manager.

Should insufficient notice be given then you will be invoiced for the full childcare fees for one month's notice from the date of any change as if the hours had not decreased.

## **8. Discounts and Absence**

### **Discount**

Where parents have more than one child at the Nursery, a 10% reduction is allowed for the older child. For more than two the second oldest would receive a 5% discount. If a parent qualifies for more than one discount then only the larger of the two will be applied. Discounts are only applied on the regular booking pattern not meals or extra sessions. All discounts will lapse when in receipt of 15/30 hours funding.

### **Absence**

Fees for periods of absence including Holidays and Sickness, are charged in full and are not transferrable, as the child's place is kept open and staff and associated costs continue to accumulate and be met by the nursery.

Where Government funding is applied, the meals and consumable cost is chargeable for periods of absence including Holidays and sickness.

## **9. Free Early Years Entitlement (FEYE)**

### **Free Early Years Entitlement (FEYE)**

FEYE is available for all 3 and 4 year old children, regardless of parent income, from the term AFTER the child's 3rd birthday. Some 2 year old children may also qualify, please ask the Nursery Manager for further details on this.

Your child will be entitled to 15 hours of free childcare, per week, for 38 weeks (term time only). Please bear in mind that most term time periods are 39 weeks and funding only covers 38 weeks. If you attend the 39<sup>th</sup> week this will be chargeable at the normal tariff.

We reserve the right to recalculate fees and review daily food and consumable costs upon the introduction of 30 hours of free childcare for qualifying parents/carers on a child by child basis.

## **10. Childcare Vouchers**

### **Childcare Voucher Payments**

Currently each parent is able to claim £243 per month.  
The voucher company pays the nursery directly.

## **11. Additional Days/sessions**

### **Additional Hours/Extra Days**

Should you require additional hours or extra days, then the appropriate charge will be applied. Please note these extra days and hours are to be paid no later than 10 days from date of invoice. Places are limited and subject to availability.

## **12. Payment**

### **Your First Invoice**

Once your place has been confirmed, we will create your first invoice from your child's first day of attendance until the end of the month. This is payable by Direct Debit and you will receive a separate Direct Debit notification advising of the fee and date this will be taken.

### **Payment of Fees (Monthly in advance)**

Fees are due monthly in advance in accordance to your booking pattern before the period has begun. Payment is required within 7 days of receipt of invoice payable by Direct Debit, (unless otherwise agreed by the manager), you will receive a separate Direct Debit notification advising of the fee and date this will be taken. Once your child is eligible to claim the government Free Entitlement sessions, we will amend your invoice to reflect this, daily food charges and any sibling discount in order to comply with the Local Authority Service Level Agreement and the Code of Practice.

Extra sessions will be charged in arrears and will be payable no later than 10 days from date of invoice.

All regular payments made under this Agreement must be by standing order or direct debit. For extra sessions we may agree to payments by cash, cheque, credit or debit card.

### **Student College & University Funding/Bursary**

Payments are to be made until collage/university funding/bursary is received, once received, parent will be reimbursed equal to the amount already paid.

### **Late Pick up Charge**

The Nursery closes promptly at 6:00pm. Any extra time due to a late pick up is chargeable at £8 per 15 minutes and is immediately due at collection.

### **Your Final Invoice**

We will create your final invoice from the date of your termination notice. You will be required to pay the full fees for the one month's notice. Hence, it is normal to give notice at least one month before your child leaves nursery. This will be collected by Direct Debit and you will receive a separate Direct Debit notification advising of the fee and date this will be taken

## **13. Cancellation of Your Childcare Place**

### **Termination of Contract**

If you no longer wish to maintain your child's place at the Nursery you will be required to give One Month's notice in writing or by email to the nursery manager.

### **Non-Payment of Fees**

Should more than one month's fees be owed, or equivalent, the manager has the right to suspend your child's nursery place until your account is brought up to date. Should payment not be made the company reserves the right to take legal action. If we have to pass your account onto an external company for non-payment, extra fees maybe incurred.



## **Direct Debit**

Monthly invoices are payable by Direct Debit, a separate notification will be issued with the fee and date this will be collected, usually within 3-5 working days.

Should a Direct Debit fail, you will be charged an admin fee of £15.00, we will make a 2<sup>nd</sup> attempt to collect the Direct Debit with notice of the date, failure of this collection will also incur an admin charge of £15.00

In the event we fail to collect the monies owed, your child's place may be suspended with immediate effect until your account is brought up to date.