



# Registering your child with us

## Terms and Conditions

PARENT AGREEMENT First Friends Limited (FFL) is a company registered in England and Wales under Company Number 06952385 which has its registered office at Hampstead House, Upper Basildon, RG8 8PH. These terms and conditions form your Agreement with FFL for the provision of pre-school care and education of your child at our Nursery. Throughout this Agreement the Nursery and/or FFL may be referred to as “we” or “us” and the Parent(s)/Legal Guardian(s) may be referred to as “you” or “your”.

### 1. Securing your child’s place

To request a place for your child at the Nursery, you must complete the Registration Form and make the appropriate payment. For each grant-funded child we require a £25 refundable Deposit which will be credited in full against your first month’s childcare fees. For each non-grant funded child, we require a £75 non-refundable Registration Fee. Payment of either a Deposit or a Registration Fee signifies your acceptance of the terms and conditions of this Agreement.

### 2. Nursery fees

Fees are charged on a calendar monthly basis and are payable on the 1st of the month in advance (Due Date). Your child’s first month’s fees must be paid in full before your child’s start date, otherwise you will lose your place at the Nursery. Depending on the period of daily attendance lunch and tea along with morning and afternoon snacks are included in the fees. Payment may be made by Standing Order, BACS or Childcare Vouchers. Returned payments from your bank may incur an administration charge of £20 for each returned payment. The Nursery reserves the right to review the fees. In the event of there being changes to the fees one calendar month’s written notice shall be given.

We are closed on Bank Holidays. If your child’s day in nursery falls on a Bank Holiday, you will be charged.

A refund will not be given where a child is absent from the Nursery due to sickness or holiday, unless the child is absent for more than four continuous weeks, and we have agreed the absence beforehand. In these cases, you will be charged a 30% of your normal monthly fee for the duration of the absence to save your child’s place. If the Fees are due to change because of your child’s age, the new fee rate will apply from the first of the month following that change.



The Nursery reserves the right to terminate or suspend your child's place with immediate effect if you do not pay the Fees by the Due Date or have any outstanding Nursery fees. The Nursery shall be entitled to charge interest (5% above the Bank of England base rate) on any late Nursery fees. We may also charge for all other associated costs related to non-payment or recovery of any Nursery fees.

In addition, the Nursery will not refund any Fees or be in breach of this Agreement or otherwise liable to you, and nor will you be released from your obligations to pay for your child's place by reason of any delay in performance or non-performance of our obligations to you due to any event outside of our reasonable control. Such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, epidemics/pandemics, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as highway and public transport delays or failures).

If you do not collect your child at the agreed time, the Nursery reserves the right to charge you £10 for every 15 minutes or part thereof, which will be included on your next invoice.

### 3. **Sibling Discount**

Where there is more than one child from the same immediate family (where the children are brothers and/or sisters) attending the Nursery a discount of 5% will be applied to the eldest child's fees. The discount will not apply to children that receive grant funding.

### 4. **Types of sessions**

The session types available are set sessions and may differ between our Nurseries. Set sessions are permanently booked, and any changes will require four weeks' notice in writing. The minimum attendance of any child is two sessions per week (one full day will class as two sessions). We do offer a term time only contract in some of our Nurseries. Non-funded children will be required to pay a 30% retainer fee during the holidays, which will be invoiced on a calendar monthly basis and is payable on the due date in advance.

### 5. **Extra sessions and change of sessions**

We are happy to offer extra sessions if they are available. Please try to give as much notice as possible if you require extra sessions so that we can organize staff and food for your child. Extra sessions booked but not taken are not refundable or transferable unless agreed in writing by the Nursery due to exceptional circumstances.



#### 6. **Opening hours and collection**

Opening hours differ between our Nurseries. Each Nursery is closed for public holidays and may be closed on other designated days. To find out the Nursery's opening hours and closed days, check the Nursery's notice board or ask the Nursery for the schedule. If your child remains in Nursery after the specified closing time and the Nursery has not been able to reach you or an authorised contact to agree your child's collection, we will call Social Services and/or other government bodies as the Nursery deems appropriate. If you are late collecting your child, we may charge you a late pickup fee as further described elsewhere in this Agreement.

#### 7. **Welfare of the child**

We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to a high standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the Nursery and rights and freedoms of others. Parents give their consent to such physical contact as may accord with good practice and be appropriate for providing comfort to a child in distress, in connection with the child's health and welfare. Prior to your child starting, you agree to provide to the Nursery in writing all relevant health and care requirements (including any allergies/intolerances or medical conditions) relating to your child. You will disclose to the Nursery any family circumstances or court order which might affect the child's welfare or happiness, or any concerns about the child's safety. It is the parent's responsibility to update the Nursery with any changes to their child's personal details, i.e. home address, emergency contact numbers, vaccination record and so forth.

#### 8. **Absences, illness and emergencies**

Please notify the Nursery if your child will be late or will not be attending for any reason. The Nursery reserves the right to refuse entry to any child who the staff deem to be not well enough to attend the Nursery, particularly if a child shows symptoms of a contagious illness or infection. This is for the welfare of that particular child and the welfare of the other children attending the Nursery. In the case of a child becoming unwell whilst at the Nursery, you will be contacted to arrange to take that child home. In the case of an infectious condition the recommended exclusion times apply. FFL has the right to call an ambulance in an emergency and/or escort your child to the emergency department of the nearest hospital and to await your arrival. Any decisions regarding your child's care will then be made by the Emergency Department of the hospital. The Nursery may apply sunscreen to your child before going outside. If you wish to supply your own sunscreen, it must not contain any allergens which may cause risk to other children. You may request in writing for the Nursery not to apply sunscreen, however, your child may not go outside in sunny weather without some form of sun protection such as long sleeve clothing, sun hat etc. It is common practice for staff members to take children on walks or other



activities in the local area. You may request in writing that your child does not participate in these activities.

#### 9. **Notice of Termination**

We require eight weeks' notice in writing to terminate your child's place at the Nursery. We may give you four weeks' notice in writing to terminate your child's place at Nursery. The Nursery reserves the right to terminate your child's place with immediate effect and without notice if you do not abide by this Agreement.

#### 10. **Contracting Nursery staff**

You will be required to pay a recruitment fee if an FFL staff member ends their employment or reduces their working hours with us to work for you (or any entity in which you have any involvement) in any capacity or for any time period. The fee payable to FFL will be 20% of the market rate for the job that the member of staff held with FFL at the time they commence working for you.

#### 11. **Data Protection**

FFL processes data about you, your child and your family including but not limited to sensitive data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; employment information if relevant; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records, all of which is referred to as Personal Data. We do this to, amongst other things, ensure a safe, healthy environment for your child and/or administer first aid/medical care and/or comply with government regulations and Nursery policies/procedures and/or staff training and development and/or market research. FFL may share your Personal Data if you receive government funding and/or if you receive childcare as an employee or student benefit and/or with any other Ofsted-registered setting your child attends or may attend and/or as required by Court Order, law or regulation and/or if the Nursery suspects child abuse and/or neglect.

#### 12. **General**

The Nursery is not responsible for any belongings that are left by you at the Nursery. We will provide one months' notice of any changes to the terms and conditions of this Agreement unless such change is necessitated by law or statutory regulation. This Agreement is governed by English Law and is subject to the exclusive jurisdiction to the English courts.



### 13. Registration Cancellation Process

If, after you completed the Registration Form and paid the Deposit or Registration Fee, you would like to cancel your child's place at Nursery before the start date, we require four weeks' notice, given in writing.

We will only refund the Deposit or Registration Fee in exceptional circumstances. Please speak to the Nursery Manager.

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