

Terms and Conditions

The following Terms and Conditions, together with the documents referred to in them, form the contract between Kinder Harmony Ltd, trading as Cosmos Nursery and Kindergarten ("Kinder Harmony", "we", "us" or "our"), and the parent(s) or guardian(s) of the child attending the setting ("you"). Kinder Harmony Ltd is a company registered in England and Wales under company number 14774370, with its registered office at 2 Marshalls Way, Wheathampstead, St. Albans, Herts, AL4 8HY. These Terms and Conditions apply to the provision of childcare and early education services by us. The latest version of these Terms and Conditions will be available on our website.

1.1 About this Agreement

- 1.1.1 Only a parent or guardian with parental responsibility for a child can register that child for a childcare and early education place with us.
- 1.1.2 The childcare and early education place is provided at Cosmos Nursery and Kindergarten, Units 5–6, 40 Coldharbour Lane, Harpenden, AL5 4UN, unless we agree otherwise in writing or make alternative arrangements for an outing, event or emergency situation.
- 1.1.3 The childcare and early education place includes our usual care, supervision, learning opportunities, routines and ordinary nursery activities during your child's agreed attendance pattern. It is provided in line with the Early Years Foundation Stage, our policies and procedures, and the information you provide to us about your child's needs.

1.2 Registration and Starting at the Setting

- 1.2.1 You must first register your interest in a childcare and early education place through our website. This will place your child on our waiting list. Places are offered according to availability and the setting's admissions priorities, which may include factors such as your child's age, requested attendance pattern, start date, funded entitlement, room availability, staffing, ratios and operational considerations.
- 1.2.2 We will inform you as soon as we know whether your application has been successful. If we are able to offer your child a place, we will confirm the place offered, including the proposed start date and attendance pattern.
- 1.2.3 You are required to confirm your place by paying a registration fee; this will hold the place for your child. The monetary value of the fee is published as part of the setting's schedule of fees. Please note your child's fee will be due on acceptance of their place. The fee will contribute to your child's rucksack, outdoor wear and outings high-visibility safety jacket. If you fail to take up the place following successful registration, the fee will not be refunded.
- 1.2.4 You are required to fully complete and return the *Cosmos Nursery and Kindergarten Registration Form* to us before your child can start. You may also be asked to provide evidence of your child's date of birth, such as a birth certificate or other suitable document, before your child starts or where this is required for funding, registration or safeguarding purposes.
- 1.2.5 We provide a range of ordinary nursery activities as part of our usual childcare and early education provision. From time to time, we may offer outings, special events, visitors, optional activities or additional services. Where an activity requires separate consent or an additional charge, we will explain this to you in advance.
- 1.2.6 If you wish to defer your child's agreed start date after a place has been confirmed, you must give us at least one month's notice. If you give insufficient notice, fees may remain payable from the original agreed start date until the end of the notice period, unless we agree otherwise in writing.

1.3 Information We Need From You

- 1.3.1 You are required to inform us immediately of any changes to your contact details or other changes to the information on your child's registration form. This includes, but is not limited to, changes relating to special educational needs and/or disabilities, medical needs, allergies or intolerances, medication, court orders or care arrangements, emergency contacts, and the person(s) authorised to collect your child.
- 1.3.2 If your child is the subject of a court order, you are required to inform us and provide a copy of the order on request.
- 1.3.3 You are required to inform us of the identity of the person(s) who will be collecting your child. We will require proof of identity if a person collecting your child is not usually responsible. You should let us know in advance about these changes. If we are not reasonably satisfied that the person collecting your child is expected, we will not release your child into their care until we have checked with you.
- 1.3.4 You should read our policies and procedures provided for parents, which are available for you at the setting.

1.4 Attendance, Sessions and Collection

- 1.4.1 We provide agreed childcare and early education facilities for your child during the official opening hours. Cosmos Nursery normally operates full-day places to support consistency, staffing stability and high-quality provision. If we change the opening hours, we will give parents as much notice as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.4.2 We require a minimum attendance pattern of three full days per week to support consistency of care, continuity and your child's emotional wellbeing.
- 1.4.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare and early education.
- 1.4.4 You are required to inform us as far in advance as possible of any dates when your child will not be attending.
- 1.4.5 You are required to provide at least one month's notice of your intention to decrease the number of hours or change the attendance pattern your child attends and similarly, should you decide to withdraw your child completely and end this Agreement. Any change to your child's attendance pattern is subject to availability, staffing, ratios and operational considerations. If you give insufficient notice, you will still be required to pay full fees for one month from the date of notice. If you would like to end this Agreement, please speak to the setting manager.
- 1.4.6 You are required to inform us immediately if you are not able to collect your child by the official collection time. You should make arrangements for an authorised person recorded on your registration form to collect your child as soon as possible and confirm who they are. A late collection charge will be applied. Please refer to the current fee schedule for details. If you fail to collect your child by the official collection time and we have reason to be concerned about your child's welfare we will contact the local authority.

1.5 Health, Illness and Safeguarding

- 1.5.1 You are required to immediately inform us if your child is suffering from any contagious illness or disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. We need to protect other children at the setting, so you cannot bring or allow your child to attend while they may pose a risk to others. Where your child has sickness, diarrhoea or another contagious illness, they must not return until they have been

symptom-free for at least 48 hours, unless we agree otherwise based on medical advice or public health guidance.

- 1.5.2 The *Cosmos Nursery and Kindergarten Registration Form* includes medicine consent and emergency treatment authorisations which you are required to complete before your child attends. We may administer first aid, prescribed medication where agreed, certain non-prescribed medication where appropriate and authorised, and creams such as sun cream or nappy cream in line with our policies and consent arrangements. Your child's attendance while unwell or taking medication will be considered on a case-by-case basis and remains at our reasonable discretion, taking into account your child's needs and the safety and wellbeing of others.
- 1.5.3 Normally, we will seek your consent before sharing information about your child with another professional or agency. However, where there are safeguarding concerns, or where we are legally required to do so, we may share relevant information with the local authority or other appropriate agencies without seeking consent first. In some circumstances, we may also share information even if consent is refused, where this is necessary to protect a child or meet our legal duties.

1.6 Fees, Funding and Payment

- 1.6.1 Our fees are based on a weekly fee, which represents the cost of your child's agreed childcare place and attendance pattern before applying any funded entitlement. The weekly fee is charged for the place, not by the hour or only for hours attended. Your child's agreed attendance pattern determines their funded-hour allocation, paid hours, weekly fee and monthly instalments. Before your child starts, we will confirm the amount payable. We may review our fees from time to time and will give at least one term's notice before any revised fee takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us one month's notice.
- 1.6.2 Fees are payable monthly in advance and are based on your weekly fee and agreed attendance pattern. Monthly instalments are calculated by multiplying the weekly fee by the number of weeks in the relevant charging period, usually the Hertfordshire County Council academic term, and dividing this by the number of months in the same period. Discounted rates do not apply to funded places or part-funded places. Any additional hours or sessions will be charged at the full applicable rate.
- 1.6.3 All payments made under this Agreement should be made by standing order, direct debit where available, Tax-Free Childcare, childcare vouchers where accepted, or another payment method agreed with us in advance. All payments, regardless of method, must be made monthly in advance by the first day of each month. You are responsible for ensuring that your payment details and any childcare funding or account details remain valid and up to date. Late payments will incur a late payment fee of £20.00. A further charge of £20.00 will be made for each re-presented payment and for each late payment letter issued. If further action is required to recover unpaid fees, additional charges may be made to reflect any reasonable recovery costs incurred.
- 1.6.4 If you require additional sessions, or if your child is collected after the official collection time, we will inform you of the additional amount payable and add this to your regular fees. In the event of late collection, we reserve the right to charge £20 for the first 15 minutes and £10 for every five minutes thereafter.

- 1.6.5 Fees remain payable where your child does not attend for reasons including illness, holidays, family arrangements, appointments or other non-attendance. We do not usually offer refunds, credits, fee reductions or session swaps in these circumstances because fees are charged for the agreed place and attendance pattern, not only for hours actually attended. Nursery closures, including bank holidays, planned training days, professional development days and other planned closures notified in advance, are already taken into account when fees are set.
- 1.6.6 If we close due to events or circumstances beyond our control, such as extreme weather, the weekly fee will continue to be payable. We will not be required to provide alternative childcare during this period. If the closure lasts for more than three consecutive days, excluding any days when the setting would normally be closed, we will credit you for the days after the first three closure days.
- 1.6.7 Where your child receives funded early years entitlement, we will deliver funded hours in line with applicable statutory guidance and local authority funding rules. Funded hours will be applied within your child's agreed attendance pattern and spread evenly across the days your child attends. Funded hours cannot be stacked onto selected days, moved to days your child does not attend, banked, carried forward, or used to offset days when the nursery is closed. Funding is applied to the agreed attendance pattern as a whole and cannot be used to rearrange that pattern or create a different fee calculation.
- 1.6.8 Where permitted by local authority funding rules, we may spread a child's funded entitlement across the weeks that the setting is open, rather than applying it only during local authority term-time weeks. Where funding is stretched in this way, the funded entitlement will be reflected in the regular weekly or monthly fee calculation.
- 1.6.9 If funding is not available, ends, is reduced, or is not confirmed for any period, the full weekly fee will be payable for that period. Funded hours are free at the point of use and will be shown clearly on invoices where applicable. We may ask for information required by HMRC, the local authority or other relevant bodies to confirm eligibility for funded entitlements.

1.7 Suspension and Ending the Agreement

- 1.7.1 If fees remain outstanding for more than 14 days, we may suspend your child's place and/or terminate this Agreement. Once the Agreement has been terminated, your child will cease to be admitted, and the notice of termination will be treated as a formal demand for any outstanding monies.
- 1.7.2 We may suspend providing childcare and early education to your child at any time if you fail to pay any fees due. If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice. This takes effect on receipt of the notice.
- 1.7.3 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend childcare and early education while we try to address these issues with you. It may also be necessary to share our concerns with other external agencies as appropriate. The decision to suspend your child will be made with the agreement of the setting Manager.
- 1.7.4 During any period of suspension for behaviour-related issues, we will work with the local authority and, where appropriate, other welfare agencies to identify appropriate provision or services for your child.
- 1.7.5 If your child is suspended part way through the month for behaviour-related issues, we will give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us.

- 1.7.6 You may end this Agreement at any time by giving us at least one month's notice.
- 1.7.7 We may immediately end this Agreement if you fail to pay your fees; you breach any of your obligations under the Agreement and you have not or cannot put right that breach within a reasonable period of time; you behave unacceptably, including any physical or verbal abuse or threats towards staff or other parents; or we take the decision to close. We will give you as much notice as possible if we take the decision to close.
- 1.7.8 It may become apparent that the support we can offer your child is not sufficient to meet his or her needs. Under these circumstances, we will work with you, the local authority and other welfare agencies, in line with our procedures, to identify appropriate support. We may end this Agreement where appropriate.
- 1.7.9 You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you draw it to our attention.

1.8 Additional Charges, Belongings and Liability

- 1.8.1 If you provide food, drinks, nappies, wipes, creams, toiletries or other consumables for your child, you must ensure these are clearly labelled, suitable for your child and provided in accordance with our policies. If suitable items are not provided when required, we may provide reasonable alternatives and charge the cost to your account where appropriate.
- 1.8.2 You are responsible for clearly labelling your child's belongings. We will take reasonable care of items brought into the setting, but we cannot accept responsibility for loss or damage to personal items such as clothing, toys, comforters, bags, buggies, car seats or other belongings unless the loss or damage is caused by our negligence.
- 1.8.3 Nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, breach of safeguarding duties, or any other liability that cannot legally be limited or excluded. Subject to this, we are not responsible for losses that we could not reasonably have foreseen, losses caused by events outside our reasonable control, or losses arising because you have not provided accurate or up-to-date information.

1.9 Complaints, Privacy and Communications

- 1.9.1 If you have any concerns about the childcare and early education we provide, please speak to your child's key person in the first instance. If the concern is not resolved, please contact the setting manager. We take concerns and complaints seriously and will review them in line with our complaints procedure.
- 1.9.2 From time to time, we may take photographs or videos of children who attend the setting. These may be used for nursery records, displays, learning journals, or promotional purposes, depending on the consent choices you make on the registration form. If you do not want your child's image to be used for any particular purpose, you should record this on the registration form and tell the setting manager if your preferences change.
- 1.9.3 We may use appropriate communication systems, including email, telephone, nursery management software, online learning journals, parent communication apps or similar platforms, to share information about your child, nursery updates, invoices, learning records and safeguarding or welfare matters. Communications may be recorded, stored or retained where this is necessary for nursery administration, safeguarding, legal, regulatory or record-keeping purposes.

- 1.9.4 We process personal data, including information about children, parents, guardians and emergency contacts, so that we can provide childcare and early education, meet our legal obligations and keep children safe. Further details about how we use, store and share personal information, and how you can exercise your data protection rights, are set out in our Privacy Notice.

1.10 Social Media and Reputation

- 1.10.1 You must not make social media communications that could reasonably damage our business interests or reputation, or that falsely suggest an association between us and any political movement or agenda.
- 1.10.2 You must not use social media to defame or disparage us, our staff, children, families, or any third party connected with the setting; to harass, bully, or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate staff members of the setting or other related third parties.

1.11 Changes, Disputes and Legal Terms

- 1.11.1 We reserve the right to vary these Terms and Conditions by giving at least one month's notice. If a change materially affects the service we provide or the fees you pay, you may end this Agreement by giving notice before the change takes effect.
- 1.11.2 Before either party takes formal legal action, both parties should, where appropriate, make reasonable efforts to resolve the issue through discussion and our complaints procedure. This does not prevent either party from taking urgent action where necessary, or from exercising any legal rights.
- 1.11.3 These Terms and Conditions, and this Agreement, are governed by the law of England and Wales. Both parties agree that the courts of England and Wales will have jurisdiction in relation to any dispute arising from or connected with this Agreement.
- 1.11.4 This Agreement contains the full understanding between the parties and replaces all previous arrangements or understandings, whether written or oral, relating to the childcare and early education place, except where these Terms and Conditions are varied in accordance with this Agreement.
- 1.11.5 By accepting a place, signing this Agreement, or allowing your child to attend the setting, you confirm that you accept these Terms and Conditions.