

Terms and Conditions of 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 FFL's Agreement with you for the provision of pre-school care and education of your child. Throughout this Agreement FFL may be referred to as "we" or "us" or "our" and the Parent(s)/Legal Guardian(s) of children in our care may be referred to as "you" or "your". Our nurseries and pre-schools are referred to as the "setting" or "settings".

Section 1: Securing your child's place

1.1 To request a place for your child at one of our settings, you must complete the Child Enrolment Form and make the appropriate payment.

1.2 For families booking more than Government funded hours - to reserve your child's place, we require an enrolment fee. 30% of this enrolment fee is a deposit and will be refunded on your first invoice, provided your child starts with us on the date specified on the enrolment form, and there has been no reduction to the original booking pattern.

1.3 For families whose childcare is fully funded through Government entitlement, we require an enrolment deposit. This deposit will be refunded on your first invoice, provided your child starts with us on the date specified on the enrolment form, and there has been no reduction to the original booking pattern.

1.4 This Agreement is not binding until you have received written confirmation of your enrolment from us.

1.5 By enrolling, you acknowledge that if you need to delay your child's start date by more than eight weeks from the date stated on your enrolment form, you will be required to re-enrol and pay the deposit or enrolment fee again. This is subject to availability, and a place cannot be guaranteed in these circumstances.

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Section 2: Fees

2.1 Fees are charged on a calendar monthly basis and are payable on the 1st of the month in advance (the Due Date).

2.3 Payment may be made by Standing Order, BACS or Government childcare payment scheme. Cheques and/or cash are not accepted.

2.4 We reserve the right to review the fees from time to time. In the event of there being changes to the fees four weeks written notice shall be given by us to you which may be by direct correspondence, newsletter, or other means as we deem satisfactory to provide the notice.

2.5 If full payment of any monthly invoice has not reached our designated bank account by the 5th of the month to which the invoice relates, you will be charged a Late Fee of £25.00, which will be included in your next invoice. If full payment of any monthly invoice has not reached our bank account by the 10th of the month to which the invoice relates, your child will be temporarily excluded. If full payment of any monthly invoice has not reached our bank account by the 20th of the month to which the invoice relates your child will be permanently excluded and your child's place will be offered to another family from our waiting list or otherwise advertised as an available place. We reserve the right to recover balances outstanding beyond the 20th of the month, plus costs and interest, through due legal process.

2.6 In addition, we will not refund any fees or be in breach of this Agreement or otherwise liable to you 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, inclement weather (such as heat wave, snow or flooding), unforeseeable repairs to the setting's buildings or grounds or any failure of public or utility services, (such as highway repairs, loss of water, heat or power, etc.).

Section 3: Funded sessions and Premium Package fees

3.1 Government funding is accepted as payment for entitled hours for eligible families, subject to those families having satisfied the Government's entitlement and eligibility criteria and funding application process.

3.2 Government funding covers the delivery by us of the basic Early Years Foundation Stage (EYFS) learning. Government funding does not cover the costs of the Premium Package of benefits and experiences that we offer to children, without which children in our care may miss out on essential development and preparation for their school and adult lives.

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3.3 We will never charge more than 25% of the Government funding rates per hour for the delivery of our Premium Package services. The EYFS is only a small part of the overall experience your child will have with us as the Premium Package is an important component of your child's development. We ask for a payment for the Premium Package that is considerably less than its value to you and your child.

3.4 You have the right to opt out of paying the Premium Package charge for each half day session of care to which government funding applies. If you opt out, we reserve the right to not deliver the Premium Package of benefits to your child for those sessions.

3.5 The premium package which is only provided as a complete set of services and cannot be purchased separately, comprises weekly:

3.5.1 Earth Explorers Programme - our outdoor learning programme. Through child-led outdoor play, children develop independence, curiosity, and a connection with nature, while learning to care for the environment in a safe and supported way.

3.5.2 Thoughtful Food Programme - supports children to develop healthy eating habits and a positive relationship with food. Children are encouraged to build independence and understanding around nutrition.

3.5.3 Movement & Mindfulness Programme - supports children's physical, social, and emotional development. Activities are age-appropriate, inclusive and adapted to individual needs to promote overall well-being.

3.5.4 Makaton Programme – introduces children to Makaton, combining speech with signs and symbols to support understanding, language development, and confidence for all children.

3.6 If we are to provide nappies, these will be charged separately.

3.7 You are required to give a minimum of four weeks' written notice if you wish to stop paying the premium package.

Section 4: Sibling Discount

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

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Section 5: Packed Lunch Policy and Food provided

5.1 Due to allergy considerations within our nursery, we are unable to accept packed lunches.

5.2 Families will be charged an additional fee on top of their hourly rate for meals and snacks provided.

5.3 However, we can offer an alternative booking pattern for families who prefer not to include meals within their funded hours. These sessions are available on our website.

Section 6: Booking sessions

6.1 A session is either all morning or all afternoon as these are defined by each setting.

6.2 Available sessions are permanently booked, and any reductions you wish to make to your booked sessions can only be made by you giving us eight weeks' notice in writing. This clause is operable from the date this Agreement becomes binding.

6.3 The minimum attendance of any child is two sessions per week. Additional whole sessions can be booked at any time subject to availability and written agreement between you and the setting.

Section 7: Extra sessions

7.1 From time to time we offer extra sessions at fees which we will be advised at the time of booking.

7.2 Extra sessions booked but not taken are not refundable or transferable unless agreed in writing between us.

Section 8: Opening hours and collection

8.1 Opening hours differ between our settings. Each setting is closed for public holidays and may be closed on other designated days. Fees will be charged for closed days. To find a setting's opening hours and closed days, please see the pages of our website for the setting of your choice.

8.2 If your child remains in our setting after the specified closing time and the setting has not been able to reach you or an authorised contact within 30 minutes of the booked session end time, by any means we have on record to agree your child's collection, we will call Social Services and/or the Police as the setting deems appropriate.

8.3 If you are late collecting your child after the booked session end time, we will charge you a late pick-up fee of £1 (one pound) for every minute or part thereof after the booked session end time, which will be included in your next invoice.

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Section 9: Welfare of the child

9.1 We will do all that is reasonable to safeguard your child's welfare and to provide pastoral care. We will respect your child's human rights and freedoms, which must, however, be balanced with the rules of the setting and rights and freedoms of others.

9.2 Prior to your child starting, you agree to complete our detailed Settling In Form, which we will go through with you during your child's first settling-in session. It will cover all relevant personal, health and care details (including but not limited to any allergies/intolerances, medical conditions, home address, emergency contact numbers, vaccination record, etc.) relating to your child.

9.3 You will disclose to the setting 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 your responsibility to update the setting with any changes to your child's personal details.

Section 10: Absences, illness and emergencies

10.1 Please notify the manager of your setting by telephone, email or via Tapestry as soon as possible if your child will be late or will not be attending for any reason.

10.2 The setting reserves the right to refuse entry to any child which any member of our staff may deem to be not well enough to attend the setting, particularly if a child shows symptoms of a contagious illness or infection. This is for the welfare of your child and the welfare of the other children attending the setting. In the case of a child becoming unwell whilst at the setting, you and/or your emergency contacts will be contacted by any means we have on record to arrange to take that child home.

10.3 In the case of an infectious condition, the recommended exclusion times apply, as stated in the public health agency current guidance on infection control.

10.4 We have the right to call an ambulance in an emergency and accompany your child in the ambulance and to await your arrival. Any decisions regarding your child's care will then be made by the emergency department of the hospital.

10.5 We will apply sunscreen to your child before going outside when the UV risk factor is recorded as medium or higher. 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 setting not to apply sunscreen, however, your child cannot go outside.

10.6 It is common practice for appropriate staff members to take children on walks, bus rides or other activities in the local area. You consent to your child's participation in such activities will be asked for by your setting manager.

10.7 You are required to give a minimum of four weeks' written notice for any holiday absence.

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Section 11: Notice of Termination

11.1 By enrolling, you also acknowledge that if you need to cancel your nursery place, you must provide eight weeks' notice. If less than eight weeks' notice is given, we will invoice you an amount for the balance of the notice period, calculated from the average monthly fees charged to you in the prior three full months that you did not give us up to the minimum of eight weeks.

11.2 We reserve the right to terminate your child's place with immediate effect and without notice if you do not abide by this Agreement or if you are in breach of our Threats and Abuse Towards Staff Policy, which is available on our website.

11.3 Notice periods for termination are effective from the date on which this Agreement becomes binding.

11.4 For children leaving us to go to school, we will issue a 'Leavers Form' form to you on or around May 1st in their leaving year. Unless you tell us by May 31st following receipt of the Leavers Form that your child is leaving on a specific date, we will assume that your child's last day will be August 31st of their leaving year. This clause does not apply to term-time only children, whose final day of attendance will be the last day of the school term.

Section 12: Contracting our staff

12.1 You will be required to pay a recruitment fee if any member of our staff gives notice to terminate their employment or reduce their working hours with us to work for you in any capacity or for any time period. The recruitment fee payable to us will be 20% of the gross annual salary and annual benefits value that the member of staff received from us at the time they commence working for you.

Section 13: Data Protection

13.1 We process 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 our setting policies/procedures and/or staff training and development and/or market research.

13.2 We 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 setting suspects child abuse and/or neglect.

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13.3 In accordance with the General Data Act 2018 and GDPR 2018, and EYFS (enforced by the Childcare Act 2006) we retain your personal data for a period of six years from the date on which you cease to be a current customer. During this period your personal data will be treated with the same level of security and protection that existed whilst you were a customer. By entering into this Agreement you agree to us retaining your data.

Section 14: CCTV

14.1 For the protection of children, staff, parents and visitors some of our settings operate CCTV with cameras covering specific areas. By accepting this Agreement, you agree to the use of CCTV. Further details are available in our Data Protection and Privacy Policy which is available on our website.

Section 15: General

15.1 We are not responsible for any of your or your child's personal belongings that are left by you at the setting.

15.2 We reserve the right to amend this Agreement at any time. Where possible, we will advise you of any changes, in a format of our choosing, unless the change is required by law or regulatory obligation, in which case changes may not be advised.

15.3 By continuing to use our services, you agree to be bound by the most current version of this Agreement.

15.4 This Agreement is governed by English Law and is subject to the exclusive jurisdiction of the English courts.

ENDS