



## Parent Agreement: Terms and Conditions

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 registration fee signifies your acceptance of the terms and conditions of this Agreement.

### 2. Nursery fees

2.1. 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.

2.2. Depending on the period of daily attendance; lunch, tea, morning and afternoon snacks are included in the fees.

2.3. Payment may be made by Standing Order, BACS or Childcare Vouchers.

2.4. Returned payments from your bank may incur an administration charge of £20 for each and every returned payment.

2.5. 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.

2.6. A refund will not be given where a child is absent from the Nursery due to sickness or holiday, unless you are away for more than four continuous weeks and we have agreed the absence period beforehand in writing. In these cases, you will be charged 30% of your normal monthly fee for the duration of the absence to save your child's place.

2.7. 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.

2.8. If your payment has not reached our bank account by the 5<sup>th</sup> of the month to which the payment relates you will be charged a Late Fee of £25.00, which will be invoiced immediately, and you will be expected to pay the late fee with your outstanding balance. If payment has still not been received by the 10<sup>th</sup> of the month to which the outstanding balance relates to, your child will be excluded from nursery. To reinstate your child's booking with us you will be charged a further non-



refundable £75 registration fee must be paid in full along with the Late Fee and the outstanding balance before your child can be reinstated.

2.9. In addition, the nursery will not refund the recovery of 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 its 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 snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as highway and public transport delays to our facility).

### **3. Funded sessions**

3.1 The statutory guidance is clear that government funding is intended to deliver 15 or 30 hours of high-quality childcare. It is not intended to cover the costs of meals, other consumables, additional hours or additional services. FFL charge a sustainability charge to cover these costs. (Movement and Mindfulness programme and T shirt, Forest School inspired sessions, online learning account Tapestry and trips etc.)

Government guidance states:

*"Providers...can charge for meals and snacks as part of free entitlement places and they can also charge for consumables, such as nappies or sun cream, and for services such as trips and specialist tuition... Providers who choose to offer the free entitlements are responsible for setting their own policy on providing parents with options for alternatives to additional charges..."*

If you feel that you cannot meet the sustainability charge, please speak with your nursery manager during your registration and you will be requested to complete an affordability criteria form. Alternatively we can look at different hours to accommodate your funded sessions.

### **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 Nursery a discount of 5% will be applied to the eldest child's fees. The discount will not apply to children that receive funding for their universal or extended hours.

### **5. Types of sessions**

5.1. 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.



5.2. The minimum attendance of any child is two sessions per week (one full day will class as two sessions).

5.3. 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.

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

6.1. We are happy to offer extra sessions if they are available at fees which the Nursery can advise upon request. 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.

6.2. Extra sessions booked but not taken are not refundable or transferable unless agreed in writing by the Nursery due to exceptional circumstances.

#### **7. Opening hours and collection**

7.1. 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.

7.2. 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 pick-up fee of £10.00 for every 15 minutes or part thereof, which will be included in your next invoice.

#### **8. Welfare of the child**

8.1. 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.

8.2 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.

8.3. 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 your responsibility to update the Nursery with any changes to your child's personal details, i.e. home address, emergency contact numbers, vaccination record and so forth.

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

9.1. 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 which 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.

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

9.3. FFL has the right to call an ambulance in an emergency and/or escort your child to the emergency department of the nearest appropriate hospital and to await your arrival. Any decisions regarding your child's care will then be made by the emergency department of the hospital. FFL may seek to claim travel expenses.

9.4. FFL 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.

9.5. 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.

## **10. Notice of Termination**

10.1. 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.

## **11. Contracting nursery staff**

11.1. You will be required to pay a recruitment fee if a FFL staff member ends their employment or reduces their working hours with us to work for you 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.

## **12. Data Protection**

12.1. 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.

12.2. 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.

12.3. We are required by GDPR to 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 for us to retain your data.

### **13. General**

13.1. The Nursery is not responsible for any belongings that are left by you at the Nursery.

13.2. 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.

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

### **14. Registration Cancellation Process**

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

14.2. We will only refund the Deposit and Registration Fee in exceptional circumstances. Please speak to the Nursery manager.