

## **Terms and Conditions**

We believe these standard terms and conditions reflect the custom and practice of our nursery. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of the nursery.

To enable us to provide and maintain the highest standards of care we require all parents to be aware of, and abide by, the following conditions.

### **Admission**

- Families who take up a space at the nursery will be asked to complete an application form and a registration fee will be invoiced once the child starts at the nursery.
- The registration fee of £75 is 'per family' and includes one child's book bag. Additional book bags can be purchased from the nursery.
- Children attending for government funded childcare only, do not need to pay the registration fee but will need to purchase or borrow a bookbag through the nursery.
- Once the application form has been received by the nursery, we will contact you regarding your child's sessions and discuss availability and start dates.
- Little Monkeys offers a sibling discount of 10% per week for siblings attending full time, all year.
- Little Monkeys offers a term time only contract for parents who wish to attend during term time only. Our term dates are in line with Charlbury Primary School.

### **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 your child and family. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
- Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare.

### **Health and Medical matters**

- If your child becomes ill during a nursery session the nursery will contact the parent/carer or the emergency contact indicated on the registration form. Parents must ensure contact details on the family system are always up to date.
- If your child is suffering from a communicable illness your child should not be brought to nursery until such time as the infection has cleared. A full copy of the nursery's infection control policy and sick child policy are available from the nursery or available on our website. Parents / carers are asked to refer to the illness / communicable

disease list supplied for your information on minimum periods of exclusion from the nursery.

- Parents/carers are required to notify the nursery if their child is unwell.
- Any child who has been sent home from the nursery because of ill health will not be re-admitted for at least 24 hours for temperatures, 48 hours for sickness and/or diarrhoea and differing periods in line with our exclusion list. We do not allow children to return to nursery part way through a session (for example if a child is sent home at 2pm on a Monday with a temperature, they can return to nursery if well from 8am on Wednesday).
- If a child is prescribed antibiotics, they will not be allowed to return to the nursery for 24 hours. First doses of antibiotics MUST be given at home.
- The parent will inform the nursery of any medication administered to the child before their session.
- The nursery will administer medicine to a child prescribed by a doctor, and we reserve the right to refuse to administer 'over the counter' medication. Should the child be on prescribed medication, it is the responsibility of the parent or carer to notify the manager or key person and to acknowledge the necessary form of consent on the family app prior to any medication being given and then acknowledge again once the medication has been given.
- The nursery will only administer medication prescribed for the child and all medication must be in the original container with the child's name clearly labelled. It is your responsibility to ensure the medication is at the nursery.
- We reserve the right to call an ambulance in an emergency and escort your child to the emergency department of the nearest hospital. Any decisions regarding the child's welfare will then be made by the emergency department at the hospital until such time as you arrive in line with the declaration of emergencies signed for on enrolment.
- Parents of children with long term health concerns (Asthma, Severe allergies etc) will be required to work with the nursery to complete an action plan for any treatment/medication which may be needed whilst the child is at the nursery. This will be done before your child starts at nursery or as soon as possible once the condition has developed.
- Any changes to health concerns must be made in writing to the nursery manager. (Email or family message is fine).
- It is your responsibility to inform the nursery if your child is not vaccinated in accordance with their age. If it is considered necessary that information regarding children's vaccination status in nursery may be shared with other parents, however, individual names will not be given.
- We have realistic attitudes to the needs of working parents, but we reserve the right to contact parents if their child becomes ill during nursery time.

## **Food and dietary requirements**

- We will work with parents/carers to provide suitable food for children who have a special dietary requirement as diagnosed by a doctor or dietician. A risk assessment

will be carried out and it is a parent's responsibility to ensure information is updated. The nursery requires at least 48 hours' notice of any changes to be made to the risk assessment. Parents may need to provide some food/milk for children if they require items outside what is usually provided.

- Any changes to dietary information must be made to the nursery manager in writing. (email or family app message is fine).
- The nursery will provide formula milk for bottle feeding babies up to age one year. Bottles will be made up by nursery staff on demand.
- Parents providing breast milk must do so daily and it must be clearly labelled.

## **Disclosures**

- Parents must, as soon as possible, disclose to the nursery in writing any known medical condition, health problem or allergy affecting the child, so the nursery can work with the parent to develop an action plan/risk assessment.
- Parents must also inform us of any family circumstances or court order which might affect the child's welfare or happiness, or any concerns about the child's safety.

## **Concerns and Complaints**

- Any question, concern or complaint about the care or safety of a child must be made in the first instance to the supervisor in charge. If the matter cannot be resolved at this level the matter should be referred to the nursery manager and should follow the settings complaints policy.

## **Fees**

- All fees are charged monthly in advance and must be paid by the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form/nursery contract.
- Fees are payable during periods of absence from the nursery, including sickness and holidays.
- Parents will not be charged for bank holidays or Christmas closure. The nursery will be closed throughout the Christmas holidays.
- Days, where the nursery must remain closed due to adverse weather or circumstances out of our control, will still be chargeable at full rates. If the nursery is closed due to staff sickness there is no reduction in fees.
- In the event of a national outbreak of a health pandemic, we will follow Government health advice and guidance, legal advice and advice from our insurance provider, if we are forced to close, nursery fees are still chargeable at full rate.
- Fees are calculated for the number of days the child will be attending for the month, and payment is due on the 1<sup>st</sup> of the month for the month you are going to attend.
- We do not swap sessions.
- A change in fees structure due to a child's age will only start on the 1<sup>st</sup> of the month following the child's birthday.

- A months' notice is required for change of sessions or leaving without notice.
- Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. No compensation will be paid, or refund given if the nursery has to be closed due to any reason beyond the control of the nursery, such as power failures, weather conditions or staff sickness.
- We reserve the right to increase the fees at any time by giving one months' notice of the proposed increase.
- Parents who access working families funding or nursery education funding must complete the required forms and/or apply for funding codes in a timely matter, to allow the nursery to obtain the funding. It is the parents' responsibility to renew codes with HMRC. In the event of no forms completed by the parent, the nursery will charge for sessions at standard rate.

### **Unpaid fees**

- The nursery reserves the right to charge a late fee of £10 per day for fees not paid by the 1<sup>st</sup> of the month. Invoices will be sent out for the 1<sup>st</sup> of the month and there is a grace period until the 5<sup>th</sup> of the month. A reminder will be sent for any fees outstanding on the 5<sup>th</sup> of the month and we will begin to charge late fees for fees not paid by the 6<sup>th</sup> of the month.
- Parents whose account is in arrears will not be able to book any further sessions until their account is clear.

### **Exclusion for non-payment**

- Children may be excluded from the nursery if fees remain outstanding for more than two calendar months beyond the due date and registration will be terminated. In this instance your debt will be handed to a debt recovery company for collection.

### **Extra Sessions**

- Extra sessions can be booked through the nursery office. Please email or family message Kelly or Karen. Extra sessions can be cancelled with 24 hours' notice. Extra sessions will be invoiced on your nursery bill and charged at the standard rate. Extra sessions cannot be booked if your account is in arrears and your fees are outstanding.

### **Late collection/early drop off**

- Parents/carers collecting children late from the nursery or dropping children off early to the nursery outside of the normal 8am to 6pm hours (if an early drop off hasn't been arranged) will be subject to a late collection/early drop off fee of £10 per 10 minutes.

## **Belongings**

- The nursery does not accept responsibility for accidental damage or loss of property.
- Parents/carers must provide spare clothes for their Child; dress their child in play-appropriate clothes and shoes, (heeled shoes are not permitted).
- Parents/carers are expected to name all their child's belongings.

## **Little Wild things**

- All children in the preschool attend Little Wild things on a Wednesday morning during term time. This is a pay extra activity and will be invoiced termly with your monthly fees. Children in receipt of Early years pupil premium will have this funding used to pay for Little Wild things, Little Monkeys holds no responsibility for cancelled sessions due to unforeseen circumstances and refunds will only be given at the discretion of Little Wild things.

## **Insurance**

- The nursery undertakes to maintain those insurances required by law. Details of these are available from the nursery manager. Copies of the current employer's liability and public liability insurance policies are displayed on the notice board in the nursery office.

## **General**

- You should be aware that the nursery occasionally takes photographs within the nursery, which may be used, in training or promotional material. Parental preference is adhered to, and permission will be sought via the settings permission form which is completed at enrolment.
- Parents are requested to not post photographs from the nursery on social media.

## **Safeguarding children**

- It is understood that the nursery is under an obligation to report to the relevant authorities any incident where we consider a child may have been abused or neglected. This may be done without informing the parent/carer.
- We have a duty of care to report animal bites (dog) to the relevant authorities.
- Any information given by a parent regarding their child will be treated with the utmost confidentiality, except in cases where abuse towards a child is suspected. The divulging of confidential information relating to the nursery, its employees, or customers to any third party is considered a breach of confidence and as such is regarded as constituting gross misconduct which could lead to summary dismissal from employment or cancellation of a nursery place.
- If a child does not attend the nursery on a day in which they are booked in and the parents have not contacted us to say they are unwell or will not be attending, we will

contact parents as part of our safeguarding duty. This will be in the first instance by family message or by telephone call.

- Parents must regularly monitor and diligently acknowledge all medication, accident and incident reports of your Child published via the family app.
- Parents will provide in writing any information that is relevant to your Child's safety and security, including details of any copies of Court Orders, injunctions, parental responsibility orders and any intervention by the Local Authority. Little Monkeys cannot refuse access to any Parent that is known to it unless a Court Order is provided.
- Parents are required to ensure all contact details (addresses, telephone numbers for work/home/mobile and email addresses) are always kept up to date.

## **Security and behaviour**

- Parents/carers are welcome to visit the nursery; however, we would prefer that we had proper notification so that we may ensure there is a staff member free to show you round/chat.
- It is the parent/carers responsibility to ensure that staff are aware of who will be collecting your child. your child will only be let into the care of authorised person over the age of 16 years. If someone else is going to collect your child, we must be informed in advance of who is coming and the time they will be attending, be given a photo or description of the person collecting and the person collecting must know your authorised collection password.
- We expect children, parents, and the staff to treat individuals and property with respect, care, and compassion. We will not tolerate abusive or threatening behaviour towards anyone. Such behaviours could lead to a termination of nursery spaces.

## **Data protection**

- It is a legal requirement on the nursery to hold information about children using the nursery and its staff. Basic information is used for registers, invoices and for emergency contacts; however, all records will be stored securely. Please view our GDPR Privacy notice.

## **Non solicitation of staff**

- During the time at the nursery and for a period of 6 months after leaving the nursery, parents must not attempt to employ or entice away any persons employed or formerly employed by the nursery.
- In the event of a breach of this agreement the parents will be liable to cover all costs incurred to recruit and select a new member of staff. Costs will include but are not limited to advertising, management time, interviewing time, agency, legal fees, and any training needed to replace the staff member to the level of the member of staff they will be replacing.

- This does not apply to parents 'employing' staff for babysitting, parents must understand that Little Monkeys holds no responsibility or liability for these staff members during this time and any agreements made are of no business of the nursery.

### **Legal contract**

- The offer of a place and its acceptance by the parents gives rise to a legally binding contract on the terms of these terms and conditions.
- These terms and conditions are governed exclusively by English and Scottish Law.