

TERMS AND CONDITIONS

These terms and conditions are a formal agreement between the nursery and parent/carers. The contract will outline the obligations and commitment of both the nursery and parent/carers.

This is a contract between the owners and management of Medlock Day Nursery LTD (known as 'the nursery') and the parent/carers (known as 'the parent') of a child or children attending the nursery.

The Nursery will be known as Medlock Day Nursery and will operate at 270 Lee Street, Oldham, OL8 1BG. It is registered with Ofsted and will abide by all legal requirements set by them and the local authority. We will receive regular inspections from them to ensure that we are upholding all relevant standards for care and education.

HOURS OF OPERATION

Monday to Friday, 7.30am – 6.00pm. Parents who are late to collect their child/children will be subject to a £10 charge. The charge will be applied at the managers discretion. The nursery will close on all public bank holidays and one week at Christmas. Should Christmas Eve fall on a weekday, the nursery will close at 1pm.

MONTHLY FEES

Fees are charged monthly in advance and are due on 1st of each month. Late payment of fees will incur a £15 administration charge. This will be applied every 7 days until payment is made in full.

The nursery reserves the right to increase the fees at any time by giving one month's written notice.

Monthly fees include all holidays and sick days, refunds or credits will not be given for these days.

GOVERNMENT FUNDING

Monthly invoices will detail the full balance of fees due by parents each month. Parents of children who are in receipt of funding will have this deducted from the balance due before the invoices are sent out. Parents using tax free childcare and/or childcare vouchers through their employer will need to take these into account when settling their bill

PAYMENT OF FEES

All parents agree that fees will be paid on 1st of each month. Parents will receive an invoice at least 10 days prior detailing what is due to be paid, this will allow for any queries regarding your bill. Additional sessions will be invoiced as and when they are taken and payment due immediately. Should any parent incur a late payment charge, this amount plus the full month's fees must be paid immediately. If after receiving the late payment charge fees remain unpaid the parent accepts that the nursery has the right to terminate your child's nursery place with immediate effect and you will forfeit any registration fees.

ILLNESS POLICY

We ask parents to inform the nursery as soon as possible if their child will not be attending due to illness. Parents agree that any child with an illness that can be passed on to other children and staff (diarrhoea, sickness, infection, communicable disease etc) will remain at home until they are free from symptoms for 24 hours, or 48 hours in the case of vomiting and diarrhoea. Should a child become ill while in the care of the nursery we will contact parents as soon as possible. In some cases, we may be able to administer paracetamol and observe the child to see if any improvements in their condition occur. In the case of vomiting and diarrhoea we will request that children are taken home immediately to prevent the spread of infection. All parents must make arrangements for their children to be collected as soon as possible.

TERMINATION

Parents have the right to terminate their child's place in the nursery. This must be done by giving one months' notice in writing to the nursery manager. Should the required notice period not be given parents will forfeit the return of their initial registration fee. In some circumstances the nursery reserves the right to waive this notice period.

CHANGE TO BOOKING PATTERN

The nursery will allow parents to amend their children's booking pattern, should it be required. To reduce your children's days of attendance we will ask for one calendar months written notice. Should you need to increase we will try and accommodate this as soon as possible, however, this may not be possible due to occupancy levels in the nursery.

Any changes made to a booking pattern must be requested on a 'Change to Booking Pattern' form, which will be signed by the nursery manager and the parent/carer. Nursery fees will become payable at the date of the change to booking pattern, in line with the new booking pattern.

NB: Nursery fees are payable in accordance with the booking pattern agreed at registration and no reduction in cost will be made for children attending hours that may be different to these (i.e If a child is booked in for a full day (7.30am – 6.00pm the full day rate will be payable even if you wish to collect your child earlier or drop off later)

SIBLING DISCOUNT

A 10% sibling discount will be applied to fees due for both accounts and can be used in conjunction with government free entitlement funding.

REFERRAL DISCOUNT

Should you refer a friend to the nursery, and they subsequently book a place, you will receive a 15% discount on your next months fees. This discount will only be applied once the child starts and has been at the nursery for a period of two months.

PUBLIC SERVANT DISCOUNT

Parents who work for the NHS/Fire Brigade/ Police/Ambulance services will receive a discount of 10% applied to their monthly invoices. The nursery can, at its discretion, ask for proof of work in the relevant sectors (this can be the form of an ID badge, we will never ask you to reveal personal information about your work)

DATA PROTECTION

I understand that my child's records will be held on a computerised database and that it is protected by the Data Protection Act 1984, 1998 and the subsequent GDPR act of 2018. I understand that my child's details will not be used for any other purpose and I must request in writing access to my child's file. I agree to be contacted via email only for matters relating to the nursery.

SAFEGUARDING

I understand that the Safeguarding Vulnerable Groups Act 2006 places a duty on staff to follow specific child protection procedures. I understand that, should there be any concerns raised, that there is a safeguarding policy available for me to view at any time.

UNIVERSAL CREDITS

The nursery will accept and provide evidence of childcare costs for parents who are claiming Universal Credits. The nursery will provide:

- Clarification of childcare costs due each week, inline with your child's regular booking pattern. If your child is booked in for two days we will charge for and provide evidence of costs for two days. **The nursery will not provide evidence of costs that are higher than your child's actual booking pattern**
- Receipts of all payments made within your specified claim period. Please ensure that you give the nursery enough time to prepare this paperwork to avoid any unnecessary issues with your Universal Credit payments.

Whilst we understand that each family will have specific claim periods and different payment dates throughout the month, all nursery fees will remain payable in full on 1st of each month.

NON-SOLICITATION OF STAFF

- a. The parent/guardian of the child who this form refers to hereby agrees that during the term of this agreement, and for a period of 6 months after, they shall not attempt to employ or entice away any staff member from the nursery.
- b. Any parent found to be in breach of the above clause they understand that they may be asked to reimburse the nursery for any costs incurred in replacing that member of staff. This can include, but is not limited to, advertising fees, legal fees and disbursements.

ACCEPTANCES

- a. The above terms and conditions are considered to be fair and reasonable. In the event that any term is found to be legally unreasonable the nursery will agree to amend the agreement.
- b. The parent/guardian has read and understands the terms and conditions contained in this agreement and agrees to abide by them for the duration of the agreement.

This agreement must be signed by all persons with Parental responsibility and/or those who are accepting responsibility for paying fees. Two copies of this agreement will be provided to all parents, one for parents to keep and one to be signed and returned to the nursery.

I have read and understand the Parental Agreement and I agree to be bound by it and any other relevant booking terms and conditions that are issued from time to time.



Signed: _____ Print Name: _____

Date: _____
(Parent/legal guardian)

Signed: _____ Print Name: _____

Date: _____
(Parent/legal guardian)

Signed: _____ Print Name: _____

Date: _____
(On behalf of Medlock Day Nursery)