

Golden Acorns:

Parent Agreement:

Terms and Conditions These terms and conditions form your Agreement with GA for the provision of pre-school care and education of your child at our Settings.

Throughout this Agreement the Nursery and/or GA may be referred to as “we”, “us” or “setting” 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. We require a 25% enrolment fee which will be deducted from your child’s first monthly invoice on the understanding that you join Golden Acorns.

Payment of either a deposit or registration fee signifies your acceptance of the terms and conditions of this Agreement.

## 2. GA 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. Payment may be made by Standing Order, BACS or Childcare Vouchers.

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

2.4. GA 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.

2.5. A refund will not be given where a child is absent from the Nursery/Preschool due to sickness or holiday, unless you are away for more than four continuous weeks, and your setting manager has agreed the absence period beforehand in writing.

2.6. 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.

2.7. If your payment has not reached our bank account by the 6th of the month to which the payment relates you will be charged a Late Fee of £35.00, 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 11th 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 £50

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registration fee must be paid in full along with the Late Fee and the outstanding balance before your child can be re-registered.

2.9. In addition, GA 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, Parent Agreement: Terms and Conditions 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).

8.4. Period of sickness, 48hours from last episode including sickness and upset stomach, children should be kept home if Calpol has been administered before their day's session. Prescribed medication can be administered; however, this needs to be given 12hours prior to attending the setting.

### 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. 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 settings 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. Parents have the option to opt out of any of the additional charges, please do so by email.

### 4. Types of sessions

4.1. The session types available are set sessions and may differ between our settings. Set sessions are permanently booked, and any changes will require four weeks' notice in writing.

4.2. The minimum attendance of any child is two sessions per week (these can be 2x 9am – 3pm sessions or 1x 8am – 5:30pm and 1x 9am – 3pm). – Depending on sessions times within each setting this may vary.

4.3. We do offer a term time only contracts.

### 5. Extra sessions and change of sessions

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5.1. We are happy to offer extra sessions if they are available at which the setting you request your setting manager 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. Please note that all extra sessions will vary on staffing and safe ratios.

5.2. Extra sessions booked but not taken are not refundable or transferable unless agreed in writing by the setting manager due to exceptional circumstances. Parent Agreement: Terms and Conditions

5.3. Extra sessions can only be approved if the correct staffing / ratios are in place and will not automatically be granted.

## 6. Opening hours and collection

6.1. Opening hours differ between our Settings. Each Setting is closed for public holidays and may be closed on other designated days. To find out the setting's opening hours and closed days, please see our new app for settings own times and prices lists along with our main website.

6.2. If your child remains at GA after the specified closing time and the setting 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 £5.00 per 15mins and £10 for every 15 minutes or part thereof, which will be included in your next invoice.

## 7. Welfare of the child

7.1. 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 GA and rights and freedoms of others.

7.2 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.

7.3. Prior to your child starting, you agree to provide to the GA in writing all relevant health and care requirements (including any allergies/intolerances or medical conditions) relating to your child. You will disclose to your child's 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 GA with any changes to your child's personal details, i.e. home address, emergency contact numbers, vaccination record and so forth.

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7.2 As a duty of care to children, we reserve all rights to provide basic care needs and where acceptable. If foods are not provided and you have chosen to opt out of this service we have the right to supply the foods and charge where applicable at the end of your months invoice.

## 8. Absences, illness and emergencies

8.1. Please notify your Childs setting if your child will be late or will not be attending for any reason. Your Childs setting reserves the right to refuse entry to any child which the staff deem to be not well enough to attend, particularly if a child shows symptoms of a contagious illness or infection. This is for the welfare of that child and the welfare of the other children attending GA. In the case of a child becoming unwell whilst at their setting, you will be contacted to arrange to take that child home.

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

8.3. GA 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 Parent Agreement: Terms and Conditions decisions regarding your child's care will then be made by the emergency department of the hospital.

8.4. GA 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 you Childs setting 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.

8.5. 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.

## 9. Notice of Termination

9.1. We require four weeks' notice in writing to terminate your child's place at GA. We may give you four weeks' notice in writing to terminate your child's place at GA. 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.

Please note placements can be ended if the following apply:

Break down in relationship between the setting and family.

The company feels that their can be cause of concerns and damaging materials to and against staff and Golden Acorns.

Unpaid and refusal of payments.

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A risk of safeguarding concerns towards the company and staff within the company

Abusive, threatening or intimidating behaviour

Loss of trust and partnerships between parties

9.2. You will be required to pay a recruitment fee if a GA staff member ends their employment or reduces their working hours with us to work for you in any capacity or for any time. The fee payable to GA will be 25% of the market rate for the job that the member of staff held with GA at the time they commence working for you.

## 10. Data Protection

10.1. GA 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.

10.2. GA 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 GA suspects child abuse and/or neglect.

10.3. 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.

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### 11. General

11.1. GA is not responsible for any belongings that are left by you at your child's setting.

11.2. We will provide one month's notice of any changes to the terms and conditions of this Agreement, unless such change is necessitated by law or statutory regulation.

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

### 12. Registration Cancellation Process

12.1. 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

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child's place at the setting before the start date, we require four weeks' notice, given in writing.

12.2. We will only refund the Registration Fee in exceptional circumstances. Please speak to the Settings manager.