



## **Rose Cottage Day Nursery Ltd. Terms and Conditions**

### **Parent's Obligations to the Nursery**

The information below is to outline the service provided and the basis upon which a place at the nursery is offered and accepted, in addition to the acceptance of Rose Cottage Day Nursery Ltd. Policies & Procedures.

### **Contracting Parent/Guardian**

When you enrol your child one or both parents/Guardians must sign this contract accepting the company terms & conditions, policies & procedures of the nursery. A copy of the company's Policies and Procedures File containing full policy details is freely available on request from the nursery manager.

### **Late Collection**

I accept that in the event that we are unlikely to arrive at Rose Cottage Day Nursery to collect my child by 6pm for an afternoon or full day sessions, or 1pm for a morning only session we will notify the proprietor of the expected arrival time. For every 15 minutes, or part thereof, after the Nursery's session finishing time, we charge an additional £5.00. This charge must be paid via invoice and is separate from any other payments.

### **Non-refundable Fees**

I accept that there is no refund for absence or failure to attend due to sickness, doctors/hospital appointments, or holidays including any period of time where a child is absent due to exclusion times enforced by the nursery manager based on the guidelines dictated by the Public Health England Guidance on Infection Control document.

I accept that one month's notice period is required in writing, or one month's fees payable for all children leaving Rose Cottage Day Nursery.

### **Employment of Staff**

Parents must not directly or indirectly employ any of our staff whilst they are employed by Rose Cottage Day Nursery or within 3 months of their leaving, unless otherwise agreed. A breach of this will mean that the parent is liable and a fee payable by the Parent or Guardian to the equivalent of 20% of the employee's salary to the nursery. Please note that Rose Cottage Day Nursery will not be in any way responsible for employees undertaking babysitting work for Parents/Guardians. This is a separate agreement between the staff member and Parent/Guardian and therefore the Nursery cannot be regarded liable.



### **Opening Times, Closures & Bank Holidays**

The Nursery is open Monday to Friday from 8am to 6pm 51 weeks per year. Planned closure days will be notified in advance. We are closed for the period between Christmas and New Year. No fees are charged during this period when the nursery is closed. The only exception is on the last working day before Christmas when the nursery closes at 3pm and the full days' fees are payable.

Throughout the year, the nursery will be closed on public bank holidays, and sessions that fall on these days will be charged at normal rate. The exception to this is any bank holidays that fall within the period between Christmas and New Year where the nursery is closed that will not be charged for.

### **Behaviour & Conduct**

Expectation is high and follows the Nursery Behaviour Policy. Persistent poor behaviour by your child will be addressed in accordance with our policy, taking into account any special needs. Repeated unacceptable behaviour, where no special need is identified, may result in notice being given to terminate the agreement.

The Nursery staff and management will not tolerate unacceptable behaviour from Parents/Guardians and or adults and expect to be treated with the respect and courtesy shown to them by the staff, otherwise the Parent/Guardian may be excluded from the site.

Aggressive behaviour from Parents/Guardians is not acceptable. Persistent anti-social behaviour from Parents/Guardians will result in police involvement and termination of your child's place. We will support parents in managing children's disruptive or inappropriate behaviour, but we may require children to be withdrawn if the Manager considers this appropriate.

### **Liability**

Rose Cottage Day Nursery will accept no responsibility for children whilst in their parent's care on nursery premises, i.e. prior to arrival or after pick up.

Rose Cottage Day Nursery cannot be held responsible for personal injury or the loss or damage to children's property. Parents/Guardians are responsible for arranging insurance to cover the belongings of their child/children.

Rose Cottage Day Nursery Ltd will not be held responsible or held liable for any personal injury, sickness, or infection that a child may experience, be exposed to, or contract whilst at the nursery, nor any subsequent infections, allergies or complications thereafter as a consequence of this. By signing this agreement, I accept that my child is entering a nursery whereby the very nature of the environment children shall be socialising, playing, and sharing together in close proximity and such



occurrences are commonplace.

Every reasonable effort will be made by staff to ensure that the child's belongings are not lost or damaged. Liability for damage of such property is excluded except where caused by our negligence.

Rose Cottage Day Nursery accepts no liability for any loss suffered by you, arising directly or indirectly as a result of the nursery being temporarily closed, closing down, for example the nursery moving premises or selling the business.

The nursery has full insurance as required by law and details of this are available from the nursery manager. Nothing in these conditions affects your statutory rights.

### **Jewellery**

No jewellery should be worn by children unless compulsory for religious beliefs or similar reasons.

### **Registration**

An enrolment fee of £100.00 is payable on registration to secure a place for each child. This fee is non-refundable if this place is not taken up, cancelled, or your child leaves the Nursery.

Minimum booking per child is two full days for babies and two sessions per week for children two years and above. This is to ensure that your child has the opportunity to settle in and enjoy their time at nursery and maintain a routine.

### **Meals**

Mid-morning snack, a cooked lunch (two courses), and a light tea are included in the fees with the exception of funded sessions (see separate Free Entitlement policy for full funded conditions).

Formula milk in sterilised bottles is not included and parents/guardians should bring prepared bottles to the nursery on a daily basis. A weekly menu for lunch and tea is displayed on the nursery notice board.

### **Absences due to sickness or holidays**

Children should not be brought to nursery if they are unwell or suffering from a contagious illness.

The nursery reserves the right to exclude a child whom, in the opinion of the Nursery Manager, presents a potential health risk to other children or staff. Parents/Guardians of a child who becomes unwell when at nursery will be contacted and requested to collect the sick child.

Please supply us with 2 local contact emergency numbers. These are vital in the event that we are unable to contact either parent, and the child needs to be collected. We would also be grateful if you would let us have the name and telephone number of your Doctor and Health Visitor, for use in an emergency.



The Nursery should be informed before 8:30am if your child will not be attending due to sickness. Please do not send your child to Nursery if they are unwell. If your child is unwell, please keep them at home until your Doctor confirms that any risks of infection have gone.

Your child must not attend the Nursery suffering from a fever, diarrhoea, or any other communicable disease. We have a duty under current Health & Safety regulations to try and ensure that all children at the Nursery are not exposed to illness carried by others. We have an exclusion policy detailing communicable diseases and illnesses and the nursery exclusion periods. See our Policies and Procedures Manual, a copy of which is available at the nursery upon request. Exclusion periods from the Public Health England's Guidance on Infection Control document for schools and nurseries are adhered to – this document is publicly available, and can be shown to you by the nursery manager on request.

Please advise us of any infectious ailment such as Chicken Pox or Head Lice. If necessary, all parents will be informed via the notice board or general communications

For the convenience of parents/guardians the nursery is open and fully staffed all year. We therefore regret that there is no reduction for any absence from nursery for holidays or sickness. Because the numbers in each age group are strictly governed by Ofsted, we regret that the nursery is unable to offer any flexibility on this condition and parents accepting a place at the nursery are deemed to have fully understood this provision. It is the place, exclusively reserved for your child, that is being charged for – not the attendance. It is therefore very important, if you know you require long absences for holidays, to consider whether full day care is the correct option for you. The Nursery request that Parents/Guardians advise the Nursery at least one week in advance before taking a child out of the Nursery for any holidays.

### **Hours**

The nursery is registered with Ofsted to operate between the hours of 8am and 6pm. Children may arrive and depart at times within these hours to suit Parents/Guardians. As with sickness and holidays, we regret there is no reduction if a place is not used to its full capacity. A charge, which is in excess of that of the pro-rata hourly rate, will be levied if children are collected after the normal closing time of 6pm. Details of the current late collection fee are available from the Nursery Manager.



### **Change of Sessions/Swap Days:**

Please note that we do not allow nursery sessions to be exchanged for other days- we receive many requests for one off swaps and as it would not be possible to facilitate them all, it is not something we feel we can fairly offer. If you do require your child to attend on a day that is not their usual timetable, please contact the nursery manager who will inform you of the availability to book an extra session

### **Extra days/Emergency places**

Children may book extra days at nursery, subject to availability. Emergency places may be booked for children who do not normally attend nursery to help parents over busy or difficult times, subject to availability. These bookings must be paid for at the time of booking.

### **Notice Required:**

#### Leaving Nursery:

One calendar months' notice is required when a child leaves the nursery or one months' fees in lieu of notice. Notice must be in writing. Parents/Guardians are requested to address their written notice to the Nursery Manager and the one month will be deemed to have started from the date the notice is received. Your written notice will be acknowledged in writing.

#### Reducing days:

One calendar months' written notice is required if you wish to reduce your days, the procedure followed should be the same as for leaving the nursery (as above).

#### Increasing or changing days:

We will do our best to accommodate your extra days as soon as possible, subject to availability.

In the unlikely event that any child, in the opinion of the Nursery Manager, is constantly behaving in an aggressive or unreasonable manner, the parents may be asked to seek alternative day care.

### **Fees**

Please see separate 'Fees & Applicable Charges' document for up to date prices.



### **Arrears or Late Payment**

Any cheque and cash payments not paid on time, or Standing Order collections rejected for any reason by your Bank or Building Society, become nursery fee arrears. All Nursery fee arrears or late payments attract a surcharge of £1.50 per every day that the nursery fees are left outstanding until such time as payment is received in full. Failure to pay all Nursery fee arrears within 1 week will result in Childcare services being halted until full payment is made or your child's place being withdrawn. All outstanding arrears not paid by the time your child's place is withdrawn will result in us taking legal action through the courts to recover the amounts outstanding. You will also be liable for our additional costs if any, our Nursery fee arrears surcharge, and all court fees interests and costs.

Repeated late payment may be grounds for termination of the contractual agreement. If cheques are returned due to insufficient funds, you will be required to pay all fees Rose Cottage Day Nursery incurs. A second returned cheque will mean that cash payment only will be accepted from that point onwards. If your child is dropped off early, without prior notice, a charge of £3 per 15 minutes or part thereof will be added on to your next bill, this is to take into consideration & maintain accurate adult: child ratios. If your child is picked up late, a charge of £5 per 15 minutes or part thereof will be added on to your next bill, this is to take into consideration & maintain accurate adult: child ratios.

### **Retainer Fees / Booking Deposits**

Once a place has been confirmed you will need to pay £300 deposit which will be refunded by the 20th of the following month of your child's leaving date. A starting date that has been confirmed cannot be changed.

We are registered to receive all types of childcare vouchers to offset the cost of your child care against Tax and National Insurance payments.

Charges for extra days etc. will clearly be shown on the invoice. Fees not paid on time will be subject to a late payment charge. See relevant policy. We reserve the right to exclude any child from the nursery if the fees are more than two weeks in arrears without prior agreement. The right is reserved to charge interest on unpaid fees.

### **Fee Increases**

Fees are subject to a reasonable increase from time to time, fees are reviewed on an annual basis which may result in an increase. Parents/Guardians will always be given a minimum of one month's notice of an increase in their fees.



### **Free Entitlement Government Funding**

The nursery is registered and inspected by Ofsted. This entitles eligible parents of three and four-year old children to receive a financial contribution from the government towards the cost of educating their child **subject to Free Entitlement spaces being available**. Please ask for the Free Entitlement Policy to refer to for full details.

### **Nappies, creams and wipes**

Nappies, wet wipes, formula milk and all food are included in the prices.

### **Clothes**

Protective clothing (aprons) are provided by the nursery but inevitably the children will get dirty and so parents are requested to send children to nursery in clothes that are easily washable and not too 'special'. Please label clothes, especially outer garments, clearly with your child's name. The nursery cannot accept responsibility for the loss of clothes that are not named.

### **Valuables**

We would appreciate it if you would not permit your child to bring toys, money, jewellery or any other valuables to the nursery. Each child has their own bag on a hook and so, if your child has a comforter at rest times, it can be kept in the drawer until needed. The nursery cannot accept responsibility for any loss or damage to valuables or toys brought to the nursery.

### **Change of Details**

It is vital that we have full knowledge of any changes of address and telephone numbers (mobile & landline) both at work and at home. We also need to know if there is any change of custody for a child or change to a person named on your child's details as an emergency contact. It is the responsibility of the Parents/Guardians to keep us fully up to date.

### **Equal Opportunities**

Each child will be protected from all forms of discrimination and their rights observed at all times. See our Policies and Procedures Manual, a copy of which is available from the nursery management on request.

### **Confidentiality**

Any information and knowledge about any child and their Parents/Guardians will be on a need to know basis and will be kept confidential at all times. See our Policies and Procedures Manual, a copy of which is available from the nursery management on request.



### **Prams/Pushchairs/Car Seats/Scooters/ Bicycles**

Prams, pushchairs, car seats, scooters, bicycles or any other external equipment should not be brought into any inside area of the Nursery. The Nursery will accept no responsibility whatsoever for any loss or damage to these items.

### **Disclosures**

The nursery needs to be told in confidence of any non-medical condition, health issue, allergy or suspected learning difficulty affecting your child. We also require information of any family history concerning the above which may affect your child whilst in our care.

### **Car Parking**

There are designated car parking spaces for Staff and Customers only. Customer parking is for dropping off and collecting your child at Rose Cottage Day Nursery and must not be used at any other times. Vehicles parked in our car park are left entirely at the risk of the owner. Please note there is a penalty system in operation for unauthorised parking.

### **Complaints policy and procedure**

It is clearly of paramount importance that the Nursery should run smoothly and that Parents/Guardians and staff members work together in a spirit of co-operation in the children's best interests. In the event of complaints, every effort will be made to respond quickly and appropriately. If Parents/Guardians have any issues or concerns these should be raised immediately with the Nursery Manager. See our Policies and Procedures Manual, a copy of which is displayed in our Nursery reception.

### **Safeguarding**

It is understood that Rose Cottage Day Nursery is under obligation to report to Social Services any incident where we consider a child may have been abused or neglected. This may be done without informing the parent or guardian.

### **Rights Reserved**

Rose Cottage Day Nursery reserves the right to make changes to the terms and conditions and pricing as and when required. If changes are made, notice will be given to allow Parents/Guardians the opportunity to accept or terminate their child's registration prior to the new terms and conditions or pricing taking effect.





**Website & Marketing**

Information displayed on our website, or any other marketing communication does not form part of the contract between the nursery and Parent/Guardian. Rose Cottage Day Nursery do however believe all content to be correct at the time of issue.