



## Terms & Conditions

These terms and conditions govern the basis on which we agree to provide childcare for you.

### 1 OBLIGATIONS ON DAISY AND JAKE:

We will:

Inform you as soon as possible whether your application for a nursery place has been successful. Provide the agreed childcare facilities for your child at the agreed time (subject to any days when your Child's nursery is closed). If we change the hours of opening we will give you as much notice of our decision as Possible and, if necessary, work with you to agree a change to your child's hours at nursery.

Try and accommodate any requests you may make for any additional sessions and/or extended hours of Childcare.

Provide you with regular verbal updates of your child's progress at nursery.

Give priority to existing parents when accommodating any of your other children at the same nursery. However we cannot guarantee that a place will be available.

Make available all nursery policies for parents to view at any time and inform you of any changes to nursery Policies.

### 2 OBLIGATIONS ON YOU

#### 2.1 You will

##### 2.1.1 Complete and return an admissions form, Terms and Conditions and £100 Non-refundable Deposit

In order to secure your nursery place. The deposit will be refunded onto your account the month your child starts nursery. A minimum of 2 sessions per week is required. The term following your child's third birthday they are entitled to 15 hours term time funded sessions. At this point the minimum attendance requirement is 15 hours per week.

2.1.2 Complete a medicine request form each time you require staff to administer any medicines for your child.

2.1.3 Inform us of any long term medical conditions/allergies and provide us with a letter from your G.P./Consultant Stating the child's condition and health support procedures required.

2.1.4 Immediately inform us if your child is suffering from a contagious disease. For the benefits of other children In the nursery you must adhere to our exclusion policy which is provided in your parent pack.

2.1.5 Immediately inform us of any change to main carer contact details.

2.1.6 Inform us if your child is the subject of a court order and provide us with a copy of such order on request.

2.1.7 Inform us as far in advance as possible of any dates on which your child will not be attending nursery.

2.1.8 Provide us with at least one month's written notice of your intention to decrease or change the number of hours your child attends nursery or to withdraw your child from nursery and end this Agreement. Once a booking pattern has been reduced, no further changes can be made for a minimum of 8 weeks. If insufficient notice is given you will be responsible for the full fees for your child from one month from the date of any change as if their hours had not decreased.

2.1.9 Supply sufficient clothing, nappies and spare clothing in case of accidents.

2.2 Collect your child promptly and on time at the end of every session

### 3 PAYMENT

3.1 Our fees are based on a monthly fee that shall be notified to you in advance. We may review fees at any time but shall inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving one month's notice in writing.

3.2 Fees must be paid on a monthly basis, in advance on the 1<sup>st</sup> of the month. We calculate the amount payable by multiplying the daily fee plus any extras by the amount of days per week your child attends. This is then multiplied by 52 weeks and divided by 12 equal monthly instalments.

3.3 All payments made under this agreement must be by standing order. Childcare vouchers are accepted but must be credited to the nursery account on the 1<sup>st</sup> of month. Failure to do so will result in payment being due immediately by bank transfer.

3.4 Additional Sessions and Special Offer Sessions are to be paid for at the time of booking. Two weeks advance notice is required to cancel additional/special offer sessions.

3.4.1 .If you are unable to collect your child by the official time we reserve the right to charge £10.00. A fee of £10 will be charged for every 15 minutes or part of.

3.5 If you fail to make payment in full by the 10<sup>th</sup> of the month we will enforce an administration charge of £25 and a fee of 3% for every day the balance remains outstanding.

3.6 No refund will be given for periods when your child's nursery place is unfilled due to illness or holidays. All nurseries are closed on Bank Holidays and no refund will be given however you may contact the nursery 2 weeks in advance to re-arrange attendance on an alternative day. This day must be swapped for the same week of the Bank Holiday only and is subject to availability. Swaps to sessions under any other circumstances are not permitted.

3.7 Nursery meals are included in the nursery fees. Packed lunches are only permitted under exceptional circumstances following consultation with the Nursery Manager.

3.8 Extra curricula activities are optional but must be paid for in advance in accordance with the Terms & Conditions.

#### 4 SUSPENSION

4.1 We may suspend the provision of childcare to your child and add on 1 months' notice at any time if:

4.1.1 You fail to pay any fees

4.1.2 Your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.

4.2 If your child is suspended part way through a month, under the conditions stated in clause 4.1.2 we shall credit your account with any fees you have already paid for the remaining part of the month, calculated on a pro rata basis. This credit may offset against any sums payable by you to us.

#### 5 TERMINATION

5.1 You may end this Agreement by giving us at least 1 months' notice in writing.

5.2 We may immediately end this Agreement if:

5.2.1 You have failed to pay your fees.

5.2.2 You have breached your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time of us asking you to.

5.2.3 You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff.

5.2.5 If you continuously collect your child late

5.2.4 Your child's behaviour is unacceptable or endangers the safety and well-being of any other children at the nursery.

5.3 You may immediately end this Agreement if:

5.3.1 We have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period of time after you have drawn it to our attention.

5.3.2 We suffer any event of insolvency

#### 6 EMPLOYMENT OF STAFF

6.1 If during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly).

6.1.1 Employ or otherwise engage the services of any member of staff who has a contact with your child under this Agreement in the last 6 months.

6.1.2 Allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last 6 months. Then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and /or services. This figure represents the cost to us of recruiting a suitable replacement member of staff.

6.1.3 Parents may want to make private arrangements with staff to undertake babysitting duties directly for them, but that all parties must be clear that this is a private arrangement and as such Daisy and Jake will not be held responsible for any acts or omissions of individuals engaged in these private arrangements.

#### 7 GENERAL

7.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

7.2 If you have any concerns regarding the services we provide, please discuss these with your child's keyworker. If these concerns have not been resolved to your satisfaction please contact the Nursery Manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the Customer Service Manager for review.

7.3 If the nursery that your child attends has to close due to events or circumstances outside our control we shall be under no obligation to provide alternative childcare facilities to you. We will however where applicable seek to recover through our insurance company any losses you may incur.

7.4 As the number of children with nut allergies is increasing, with the support of the parents we aim to keep the facility NUT FREE. Parents are requested not to send in food or empty food packaging into the facility which may have contained nuts. Parents are also requested not to use creams, sun creams, oils etc on their child that may contain nut oil eg arachis, as this may have severe consequences to another child or member of staff.

7.5 Daisy and Jake LTD will not be liable for any loss or damage to any personal property brought onto the premises by either Parents /carers or children.

7.6 You have an obligation to inform us of the amount of Early Years Education Grant you wish to claim. You must assist by completing the necessary documentation in the said time scale, failure to do so may result in full nursery fees being charged. The nursery will not be held responsible for any unclaimed funding.

7.7 This contract will be reviewed regularly. The nursery reserves the right to make changes to the contract at any time and one weeks written notice will be given for any changes or amendments to the terms and conditions.

#### 8 DISCOUNTS

8.1 NHS Discount of 15% per child is offered in Arrowe Park with proof of NHS employment on admission. This is offered on any permanent booking pattern which extends beyond funded hours.

8.2 Discounts cannot be used in conjunction with any other offer.

8.3 Shift Patterns – A minimum of six sessions per week are required with at least four weeks notice in advance of required sessions.

8.4 We reserve the right to decline new requests for shift patterns. Existing shift patterns will be honoured. In Arrowe Park only no discount will be offered on extra sessions or funded sessions.

I have read and understand the conditions set out above and agree to abide by them.

Name \_\_\_\_\_ Relationship to the child \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_