

Castle View Primary School Nursery Terms and Conditions - Sep26

Whilst we try to keep our terms and conditions as brief as possible, nonetheless, because we are caring for very young children, we are naturally obligated to many rules, regulations and also a good deal of legislation. We take our responsibilities very seriously and in that regard we have to be very clear to our parents and carers about the framework within which we operate. Please take time to read the following pages as it will help us provide and maintain the highest standards of care.

The terms and conditions detailed in this document represent the key elements of our booking agreement. However, as you can appreciate there is a significant amount of day to day detail which cannot be reasonably contained in one document. Consequently, you are also provided with supplementary information on the website as well as the day to day exchange and communication of documentation (hard copy and email), policies, procedures and reports.

Your acceptance of our terms is initiated at the booking and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time here at Castle View is dependent on the partnership between the Nursery and our parents and carers.

1. Booking and Registration

1.1 The booking is not complete until the relevant forms have been completed and returned to the Nursery and where applicable funding codes have been checked and verified.

1.2 Changes to your booking after the start date – Swapping or increasing sessions can be considered. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list or you may wish to terminate the booking giving 6 weeks' notice. Decreases to your booking require 6 weeks' notice.

1.3 Prior to making your booking we can provide 2 settling in sessions free of charge. In the unlikely event that a child does not settle at the Nursery, (1) the parent / carer may terminate the booking with 2 weeks' notice (2) the Nursery reserves the right to terminate the booking giving 2 weeks' notice. If we feel we have acted with all due care to settle a child and in our opinion, it has been unsuccessful. Before taking such action, we will investigate any special needs resource that might be available to help settle the child. Fees would be applicable during this period.

1.4 We do not charge a registration fee.

1.5 Once a place has been taken up, the Nursery requires 6 weeks written notice of any changes.

2. Fees and Financial

2.1 All on-going fees are payable in advance on ParentPay or by Childcare Vouchers. Fees will be put onto ParentPay once bookings have been agreed and will be invoiced at the start of each half term. Responsibility for paying fees resides with the parents or legal guardians of the child. In exceptional circumstances, the Nursery can also accept payment by cash. This should be agreed at the beginning of your booking with the School's Office Manager.

2.2 Fees are invoiced half termly, please keep your ParentPay account up-to-date.

2.3 The Nursery is closed at weekends, Bank Holidays and school holidays, including 5 INSET days.

2.4 Discounts for Nursery closure may be offered in exceptional circumstances and assuming the closure is within our control.

2.5 Fees are reviewed once per year normally between May and July. Any changes to the fee rates will be notified to you at least 6 weeks in advance.

2.6 Extra sessions are payable in arrears on ParentPay, these will be added on to your next invoice. In certain circumstances extras may need to be paid for on the day by cash. We will advise you at the time of booking if this is the case.

2.7 There is no VAT to be paid on any of our charges.

2.8 We are unable to refund fees for sessions not taken due to illness, absence or where the Nursery is forced to close due to circumstances beyond our control. See section 3 of this agreement.

2.9 Children may be excluded from the Nursery if fees remain outstanding beyond 14 days from their due date.

2.10 Bookings must be for the same session(s) each week. It is not possible to swap days, so that for example, a normally booked Thursday is swapped for a Friday on a one off or temporary basis. Additional days can be accepted as a chargeable extra and subject to availability.

2.11 Our fees apply to normal opening hours of 9.00 a.m. to 3.30 p.m. for a full day and 9.00 a.m. to 12.00 p.m. or 12.30p.m. to 3.30 p.m. for a half day. We do not provide discounts for holidays or extended periods of absence. Wrap around care is available from 8am to 5pm and at lunchtime between 12 p.m. and 12.30 p.m., the same terms and conditions apply as to sessions.

2.12 Because of the staffing and resource requirements as laid down by Ofsted, children who are collected after the agreed time (12.30 p.m. or 5.00 p.m.) will incur a late collection charge of £10.

2.13 Parents / carers claiming the Early Years Free Entitlement from the Nursery should ensure that they are not claiming more than the statutory allowance. Please consult with the School's Office Manager if in any doubt.

3. Termination and Suspension of Childcare Services

3.1 You may end this agreement by giving six weeks written notice. No specific reason for ending the agreement needs to be given, although naturally we would wish to understand the reason for the termination.

3.2 Specifically, you may end this agreement with immediate effect if (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 being requested to do so (2) we change any of the terms and conditions in an unreasonable manner.

3.3 Specifically, we reserve the right to end this agreement with immediate effect if (1) you have not paid the agreed fees (2) you have breached your obligations under this agreement and you have or cannot put right that breach within a reasonable period of being requested to do so (3) your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children in the Nursery (4) financial, business or commercial reasons compel us to radically change the nature of the Nursery's operations, including but not limited to permanent closure of the Nursery, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy. Naturally, we will provide as much notice as possible given any of these events.

3.4 We may suspend the provision of childcare for any of the above reasons and in addition

(1) if your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Nursery. The suspension will continue whilst we try to resolve the problem in conjunction with the parent / carer. (2) where forces beyond our control compel us to either close the Nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the Nursery, industrial action affecting travel to and from the Nursery, an Ofsted investigation or any other reasonable incident not in our control. In the event that the Nursery is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents / carers due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimise the disruption to service and cost to parents or

carers. None of the above compromises your statutory rights if the Nursery has been negligent.

4. Staffing

4.1 Staff are checked on commencement with the Nursery through the Disclosure and Barring Service to ensure there are no safeguarding issues of which we need to be aware. Suitable person checks also include but are not limited to identity verification, qualification checks, personal and employment references, medical checks and where applicable visas or permits to work in the UK.

4.2 The Nursery observes the Ofsted regulations relating to staff and children ratios.

4.4 Parents/carers may ask staff to baby-sit outside Nursery hours. This is a contract between parent/carer and the member of staff, and the Nursery takes no responsibility.

5. Health, Safety and Absence

5.1 It is understood that the Nursery is under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or carer, in accordance with our Safeguarding Children Policy.

5.2 Intimate care can be provided by a male or female member of our staff and can include feeding, washing, dressing, toileting and nappy changing. In instances where a parent or carer has requested that a particular member of staff perform certain activities, other members of staff will be informed and a full explanation given. Naturally, any confidentiality will be observed. Furthermore, the Nursery will ensure that practitioners' employment rights are not infringed.

5.3 The Nursery is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender and social background and to enable equal access to the curriculum in an environment where every child is valued and respected. Parents and carers must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.

5.4 In fairness to all our staff and to the parents/carers and children that use our facilities we expect a good standard of behaviour at all times. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Nursery. Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. We ask all parents / carers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.

5.5 All Nursery meals are prepared on site with consideration to provide a well-balanced diet. Vegetarian and special dietary requirements are catered for. A copy of the weekly menu is displayed in the office reception. Please ensure you keep us notified about your child's dietary needs and preferences.

5.6 We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Nursery to contact the parents but failing this, we are hereby authorised to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source. We will administer prescribed medicines if parents complete a 'Medicine Consent' form; however, the first dose of medicine must be given at home and parents must take all medicines home at the end of each day unless otherwise agreed.

5.7 We may require parents to withdraw their child from Nursery, in the event that they require special medical care or attention, which is not available or refused by parents or it is considered that the child is not well enough to attend Nursery. We may also ask parents to withdraw their child from Nursery, if we have reasonable cause to believe that they are or maybe suffering from or have suffered from any contagious disease/infection and there remains a danger that other children at the Nursery may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at Nursery; however, we will publish infection notices in the Nursery to keep you informed. Parents are requested to inform the Nursery if their child is suffering from any illness or sickness before attending Nursery.

5.8 Parents are requested to inform the Nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform the Nursery of any changes/progress to the condition, in writing, when they become aware. Parents will be asked for medical evidence in some cases to confirm a diagnosis, allergy, etc. Parents are requested to inform the Nursery of any changes to key information.

5.9 Children who are unwell should not attend the Nursery. Children who have suffered from sickness or diarrhoea will not be admitted back to Nursery within 48 hours after the last bout. If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable other authorised contacts will be called. It is the parents' legal responsibility that they are contactable during the child's time in Nursery.

5.10 We suggest that all personal toys, books or other equipment are left at home. Comforters can be brought into the nursery, but dummies are actively discouraged

5.11 The Nursery provides a car park when dropping and collecting your child. Please ensure your child is supervised at all times in the car park. Do not park close to the buildings and be aware of your speed. The Nursery is not liable for any accidents or injury whilst customers are using the car park.

5.12 Children should come in normal day clothes. They will be expected to be both inside and out, so please send them in suitable clothing. We expect them to play and explore the whole environment where they will encounter, paint, mud and dirt. Please avoid 'designer' clothes as accidents can happen. Two changes of clothes should be provided, in a labelled bag. Please label your child's clothes to help avoid items going missing or being misplaced. The Nursery does not accept responsibility for accidental injury or loss of property, although we take very good care of child property whilst in the Nursery.

5.13 The Nursery has insurances required by law and are displayed in the school office.

5.14 The Nursery acknowledges its duty of care to uphold the Statutory Guidance issued under section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalisation.

6. Security and Publicity

6.1 As part of the nursery's fulfilment of the Early Years Foundation Stage we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or carer. Our guidelines are as follows (1) Photographs in the Nursery are only taken with Nursery cameras or authorised devices such as Tablet computers. (2) Photographs are vetted for suitability before being printed or published. (3) All children are dressed appropriately before pictures are taken. (4) No photographs are taken in sensitive areas such as toilets or nappy changing rooms. (5) Parents are requested not to use their mobile phones within the Nursery premises. If you do not wish your child to be photographed or recorded, please inform the Nursery using the consent form provided at registration.

6.2 If your child is going to be collected by someone other than yourself the staff will require prior notification and in some circumstances an agreed password. It is the responsibility of parents to keep us informed of any changes in contact numbers.

6.3 Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent or carer has previously arranged this. If the parent / carer has made alternative arrangements by telephone, the Nursery will require the name, address and telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery. A list of responsible

adults who are authorised to collect the child should be added to ParentPay. The Nursery does also use a key code system for entry to the building.

6.4 We observe the The Data Protection Act 1998 which is a statutory act of the government of the United Kingdom of Great Britain and Northern Ireland. The Act defines what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular, The Act states that personal data relating to individuals must be stored securely and only used for legitimate purpose.

7. Other

7.1 If you have any complaints about the service that we are offering, can you please in the first instance contact your child's keyworker, then the Head teacher, and in the final instance, Ofsted.

7.2 We may change the terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending the Nursery. We will give you at least one month's written notice of such change.

7.3 We will not be in breach of these terms or otherwise liable to you by reason of any delay in performance or non-performance of its obligations due to an event outside its reasonable control including 'acts of God', fire, flood, snow, lightning, war, act of terrorism, strikes or other industrial action. See section 4 for more information.

7.4 Acceptance of this agreement is implicit when you sign our booking document and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents / carers experience difficulty in fulfilling any of the conditions of this agreement, that they contact the Nursery Manager as soon as possible. We will do our very best to resolve the issue. Thank you.

Terms and Conditions Confirmation

Child's name:

Printed Parent/Carer's name:

Signature: