



Terms & conditions

1. Agreement

1.1 These terms and conditions (together, the “Terms and Conditions”) represent the entire agreement and understanding between the parent / guardian (“you” “your” or “parent”) and Toots Day Nursery Limited, a Company registered in England and Wales with Company number 11998443 (“the Nursery”, “us”, “we” or “our”). Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.

1.2 We reserve the right to update / amend these Terms and Conditions at any time without notice to you where such change arises out of regulatory or legislative requirements. For any other changes to these Terms and Conditions, we will provide you with not less than 30 days’ notice.

2. Application and Registration

2.1 A signed and fully completed Registration Form and non-refundable registration fee of £50.00 must be received before a place can be confirmed. A reduced registration fee of £20.00 will be charged to parents of children in receipt of the EECF 2 year grant. Such families will not be charged the £50.00 deposit. If the child’s hours increase, or they continue their place when in receipt of the EECF 3 year grant, we reserve the right to subsequently apply the deposit.

2.2 The offer of a place will be communicated to you either verbally or in writing by the Nursery.

2.3 A refundable deposit of £200.00 is payable upon acceptance of an offer. The refundable deposit will be paid into your bank account within 14 days of your child leaving Nursery after settlement of the final account.

2.4 The deposit is non-refundable unless a minimum of 30 days’ notice in writing is provided to the Nursery Manager.

2.5 The deposit cannot be deducted from the first month’s fees.

2.6 We reserve the right to retain the deposit if:

- (a) a place is booked but not taken on the due start date without providing a minimum of 30 days’ notice;
- (b) the account is in debt on leaving; or
- (c) the notice period of at least 30 days is not given.

2.7 Full and part time sessions must fit into the session times detailed on the registration form. A minimum of 4 sessions (=2 days) MUST be booked and maintained for your child’s place at Nursery to be reserved. A minimum of 4 sessions MUST be booked and maintained if you are in receipt of the universal entitlement of 15 hours. A minimum of 3 full days’ must be attended if you are in receipt of the full extended entitlement of 30 hours.

3. Fees & Invoices

3.1 All invoices are issued approximately 3 working days prior to the 1st of the month and are calculated at a fixed monthly rate based on your child’s normal weekly sessions x 51 Weeks / 12 months. Extra sessions or additional charges will be invoiced in the same month or the following month’s invoice.

3.2 Invoices must be paid, in full, on the 1st of every month by bank transfer, standing order, childcare vouchers, or Tax Free Childcare. This includes receipt of vouchers or Tax Free Childcare if used as part-payment.

3.3 If paying by bank transfer or standing order sufficient funds must be available on the due dates. A charge of £35.00 will be incurred if there is:

- (a) a failure to set up the bank transfer/ standing order;
- (b) a cancellation of payment without notifying the Nursery;
- (c) a payment is rejected by the bank due to insufficient funds;

3.4 If a cheque payment is cancelled or returned by the bank due to insufficient funds, we reserve the right to add a charge of £35.00.

3.5 If the invoice is paid after the 1st of the month we reserve the right to add a late charge of £5.00 per day, and these charges will be invoiced in the same month, and the balance added to your outstanding debt.

3.6 A late charge of £1 per minute will be applied between 18.00-18.15 and £15 to every 15 minute thereafter, each time you are late in collecting your child at the end of their designated session.

3.7 Any court fees or commission charges the Nursery incurs in collecting late payments or debt, including interest, will be added to the overall amount outstanding.

3.8 If applicable, where a child's birthday results in a reduction of fees due to a change of age band, the reduction will take effect from the 1st day of the following billing period.

3.9 Discounts are discretionary and can be withdrawn at any time. The Nursery reserves the right to increase fees at any time, giving not less than thirty days' notice.

3.10 The Nursery reserves the right to suspend a child with immediate effect if fees are overdue for payment.

3.11 The Nursery reserves the right to withdraw any discounts with immediate effect if the account is in debt.

3.12 Whilst all best efforts are made to ensure the accuracy of invoicing including the correct allocation of funded hours, if an error is identified, this will be immediately rectified and any additional fees that are subsequently due must be payable within 14 days.

3.13 Parents must sign the grant declaration form in order to access their funding. If a parent fails to sign the declaration form the money will be reclaimed by the EECF leaving the parent liable to repay the amount in full.

4. Responsibility of Payment

4.1 Other than if we are in breach of these Terms and Conditions, all sessions must be paid for regardless of whether your child attends the Nursery. No refunds will be given for sessions missed due to sickness, family holidays or bank holidays.

4.2 Days may be swapped occasionally if requested in writing and dependent on availability. You will be informed whether full or core hours are being offered. A £10 admin charge will apply. One off extra sessions may be booked on a full day or core hour basis if capacity allows, chargeable at the daily rate. Extra sessions arranged in advance are fully payable unless you cancel with 48 hours' written notice.

4.3 Failure to pay any invoices or other fees may, at the discretion of the Nursery Manager, result in the termination of the Nursery place. The Nursery reserves the right to withhold any outstanding deposit as credit for unpaid fees. We reserve the right to charge a reasonable fee to cover costs incurred by us and to charge interest at 3% above the clearing bank's base rate on outstanding fees.

4.4 We will not be held liable for collections by third parties, including universities, colleges, grant funding, employers, voucher providers or any debt on the account.

4.5 If fees are paid for in part or full by vouchers or tax-free childcare benefits, payment must be received by the 1st of the month.

5. Items Covered

5.1 Fees cover childcare and the statutory curriculum, together with materials and regular meals. Fees also include local visits, trips and walks, extra-curricular activities.

5.2 Once a child is in receipt of funded hours, additional charges are applied in line with our Fee & Funding Policy.

6. Our Responsibilities

6.1 When we admit a child to the Nursery we enter into an agreement with the child's parent/guardian as set out in these Terms and Conditions, to enable us to work together to care for your child and to begin a happy partnership with all parents/guardians of the children admitted to our Nursery. We aim to provide a safe and happy environment for all children in our care.

6.2 We will carry out the services with reasonable care and skill.

7. Parent / Guardian Obligations

7.1 You agree that you will not at any time, whether throughout the continuance of these Terms and Conditions or for a period of 12 months after its termination, directly or indirectly (via agencies) employ or entice away any persons employed by the Nursery.

7.2 You agree to follow and abide by all the Nursery's policies and procedures, as amended from time to time.

8. Accidents, Illness, Allergies and Safeguarding

8.1 You must inform the Nursery in writing of any health, medical conditions, or disability that your child has including any infection or infectious diseases.

8.2 We may require you to withdraw or remove your child from Nursery if it is found that the information provided regarding your child's medical condition is untrue or vital information has been withheld.

8.3 We reserve the right to contact you, or your named emergency contacts, if your child becomes ill during Nursery hours. We also reserve the right to ask you to collect your child during nursery hours, including before the end of their booked session, if they are not well enough to attend. Please refer to the Nursery Policies for further information.

8.4 We reserve the right to administer basic first aid and treatment when necessary. You will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature i.e. involving hospital treatment, the Nursery will make all attempts to contact you but failing this, we reserve the right to act on your behalf and authorise necessary treatment.

8.5 We will administer prescribed medicines on completion of the relevant consent form and in line with Nursery Policies relating to the administering of medication. You must take all medicines home at the end of each day.

8.6 We may require you to withdraw your child from Nursery if 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 you to withdraw your child from the 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 risk that other children or staff at the Nursery may contract such a disease / infection. We accept no responsibility for children contracting contagious diseases / infections. Please refer to our communicable diseases and exclusion timescales for more information. You are requested to inform the Nursery if your child is suffering from any illness, sickness, or allergies before attending Nursery.

8.7 You are requested to inform Nursery of any food, medicine, activity, or any other circumstances that may cause the child to have an allergic reaction / allergy. You must provide details, in writing, of the severity of the reaction / allergy and must continue to inform Nursery of any changes / progress to the condition, in writing, when they become aware. You are requested to inform Nursery of any changes to all information retained on file in Nursery.

8.8 With the support of parents, we aim to keep the Nursery environment nut free. You are requested not to send food or empty food packaging into the Nursery. You are also requested not to use creams, sun creams, oils, etc. on your child that may contain nut oil e.g. Arachis as this may cause a severe reaction in another child or a member of staff.

8.9 We reserve the right to refuse entry to the Nursery of any child who has a serious allergy where the medication held in Nursery is out of date.

8.10 We reserve the right to terminate a child's place if it becomes clear that we are no longer meeting their needs or the actions of the child are such that they give rise to serious safeguarding concerns. This would arise following detailed evaluation and consultation with the parents and other professionals involved in the child's care. The nursery retains the right to make the final decision.

8.11 We reserve the right to fully implement our Safeguarding Policy where we believe there is a safeguarding issue arising outside of the Nursery environment. We reserve the right to share information with the relevant statutory bodies when requested. The Nursery has a duty of care to report any safeguarding concerns and the Nursery Manager will follow the Nursery's policies and procedures relating to safeguarding when necessary which may exclude notification to a parent, as per the Local Authority's Safeguarding guidelines.

9. Personal Property and Belongings

It is the parent/guardian's responsibility to follow the Nursery's policies and procedures relating to personal property, as amended from time to time. Practical 'inexpensive' clothing is strongly recommended for the children attending Nursery. It is the parent/guardian's responsibility to name and clearly label all items of clothing. All personal toys, books or other equipment should be left at home.

10. Security

Under no circumstances will a child be allowed to leave Nursery with anyone unknown to Nursery staff unless you have previously arranged this. If you have 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 Nursery. A list of responsible adults who are authorised to collect the child should be given to the Nursery Manager, along with your approved password.

11. Insurance

Full details of the insurance are available on the parents notice board. We are insured for Employer and Public Liability.

12. Liability

12.1 Nothing in these conditions shall exclude or limit liability for fraud, for death or personal injury caused by negligence of the Nursery, employees, or agents or to the extent not permitted by law.

12.2 We accept no responsibility for any loss suffered by you arising directly or indirectly, as a result of the Nursery being temporarily closed or the non-admittance of your child to the Nursery for any reason (this includes absence due to sickness, family holidays and bank holidays). We accept no responsibility for children whilst in their parents care on Nursery premises.

12.3 Subject to clause 12.1, we will not be liable to parents, guardians and / or children for any loss or damage of any kind (including financial loss) which is not foreseeable. Loss or damage is foreseeable if either it is obvious it will happen or, if at the time of entering into these Terms and Conditions, both we and you knew it might happen, for example if you discussed it with us before signing the Terms and Conditions.

12.4 We will make reasonable endeavours to ensure parents/guardians' and/or children's property is not lost or damaged. In the case of liability for loss of or damage to property, we will only be responsible if we have failed to use our reasonable care and skill and you have followed our policies and procedures.

12.5 The Nursery will not refund any Fees, be in breach of these Terms and Conditions or otherwise be liable to you by reason of any delay in performance or non-performance of its obligations due to any unforeseen circumstances or events outside its reasonable control. Such events include without limitation acts of God, fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, forced Nursery closure by the Government, 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 or failures).

13. Nursery Closure

13.1 The Nursery will be closed on all English national bank holidays and holidays associated with these bank holidays where the official day falls on a weekend. The Nursery will be closed fully during the Christmas and New Year period which is fully payable, commencing 2pm Christmas Eve and re-opening 2nd January.

13.2 If the Nursery closes due to unforeseen circumstances or events outside the Nursery's reasonable control, parents will be informed as soon as is reasonably possible and the sessions booked for the duration of the closure will remain chargeable.

14. Behaviour Management

We may require parents to withdraw or remove their child from Nursery if the Nursery Manager considers the child to be continually disruptive or displaying inappropriate behaviour. Abusive behaviour from adults will not be tolerated and offenders will be banned from the premises. Such behaviour may result in the termination of a Nursery place. There will be no refund of fees in these circumstances. The fees in lieu of notice will be charged.

15. Special Educational Needs

Please refer to the Special Education Needs Policy.

16. Termination / Cancellation / Session Changes

16.1 We require not less than 30 days' notice, in writing, should you wish to terminate a Nursery place for any reason. You will remain liable for fees throughout the notice period. If a parent withdraws their child during this notice period, the fees shall remain payable.

16.2 We reserve the right to terminate a Nursery place with immediate effect if any fees are not paid by the due date, or if a parent, guardian, carer or child displays abusive, threatening or otherwise inappropriate behaviour. We reserve the right to retain the deposit if the final account is in debt.

16.3 In all other circumstances, we will give you not less than 30 days' notice, in writing, should we wish to terminate a Nursery place for any reason.

16.4 If the parent for any reason postpones a start date, we reserve the right to charge from the original start date stated on the registration form.

16.5 If a parent wishes to change the number of sessions taken at Nursery, not less than 30 days' notice, in writing, must be given and discussed with the Nursery Manager. If insufficient notice is given you will be responsible for the full fees for your child for 30 days from the date of any change as if the sessions had not decreased.

16.6 The swapping of sessions is permitted on a permanent basis, for which the normal notice period is required. However, should you wish to book an extra session, space availability must be checked with the Nursery Manager prior to attendance.

16.7 Extra sessions or additional charges will be invoiced separately either same month or the following month's invoice and are payable immediately. To cancel an extra session a minimum of 48 hours' notice must be given. Please note that under no circumstances can sessions be swapped if your child does not attend Nursery, for whatever reason.

17. Governing Law and Jurisdiction

17.1 These Terms and Conditions, and any dispute or claim arising out of or in connection with them or formation (including non- contractual disputes or claims), shall be governed by the law of England and Wales.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or their subject matter or formation (including non- contractual disputes or claims).

18. General

18.1 Attention is drawn to the Nursery's privacy policy as updated from time to time.

18.2 All personal documents, Learning Journey and photographs will be given to you when your child leaves Nursery.

PLEASE NOTE IT IS NOT NECESSARY TO SIGN AND RETURN THESE TERMS AND CONDITIONS. CONTINUATION OF A CHILD'S ATTENDANCE AND / OR INVOICE PAYMENT IS DEEMED TO BE ACCEPTANCE OF THESE TERMS AND CONDITIONS IN FULL.