

GENERAL TERMS AND CONDITIONS OF REGISTRATION

1. **GENERAL**

- a. Brown Bears Nursery is situated at Trinity at Bowes Methodist Church, Palmerston Road, London N22 8RA.
- b. The furniture and fittings will be stacked safely and securely. There will be adequate ventilation, lighting and heating. The premises will be cleaned regularly by staff and housekeeper to a high standard.
- c. Brown Bears Nursery expect parents/carers to notify them of any change in registration details, including telephone numbers, address, emergency contacts, passwords and provide necessary information requested concerning their child's care by email or letter.
- d. Brown Bears Nursery have made me aware of the location of their Policies and Procedures. There is a copy in the hallway on the parent information table or in the office.
- e. Parents/Carers are asked to accept that Brown Bears Nursery will **NOT** use physical punishment in the discipline of their child but will follow our policies and procedures to promote positive behaviour and we encourage parents/carers to do adhere to this too.
- f. Parents/Carers are requested to notify us of any accident or injury suffered by the child since the last attended session which will then be recorded (please see safeguarding policy.) Parent/carers may be asked to fill out an existing injury form.
- g. Written consent will be required each time prescribed medication is to be administered by staff. Calpol can be administered if parents/ carers have given prior written consent. All medication including Calpol must be provided by the parent/carer and labelled with their child's name as registered at the nursery and must be in English. We only issue emergency Calpol when a child has a temperature and the parent/carer is required to collect the child within 1 hour of administered dose. We also have a supply of emergency Piriton.
- h. Any parent/carer who is listed on the child's birth certificate will be allowed to collect their child from Brown Bears Nursery unless we have confirmation of an injunction by the courts. Regardless of parental responsibility we will need to be informed if someone apart from the main carer is collecting a child. If we do not have confirmation of this we will ask the person collecting for a password and to wait in the lobby until we have informed the main carer on our registration form. (see collection policy)
- i. We have a legal duty of care to work in partnership with the local authority and all relevant external support services. Wherever possible we will have meetings with parents and carers to discuss the best interests of the child.
- j. The Registration form gives Brown Bears Nursery consent, if signed, to take your child on routine outings from the Nursery e.g. park, etc. but a specific letter will be sent out to all parents/carers, in advance, to give specific consent for organised trips.
- k. The Registration form gives Brown Bears Nursery consent, if signed, for a member of nursery staff to transport your child to hospital or doctors' surgery in the case of an emergency. (see First aid policy)
- l. The nursery will **NOT** accept children who are suffering from any contagious disease (see http://www.publichealth.hscni.net/sites/default/files/Guidance_on_infection_control_in%20schools_poster.pdf) or who have had diarrhoea or vomiting within the previous 48 hours.

2. **FEES:**

- a. Fees are invoiced at the start of each month for the month ahead or the start of the week, if you pay weekly, and can be paid by cheque, cash or standing order. These are invoiced to the person named on the registration form. If the cheques are returned from the bank to us unpaid then parents/carers will incur relevant bank charges.
- b. To register your child at Brown Bears nursery we will require a non-refundable £70.00 registration fee with your registration form. We will also require a non-refundable

deposit to secure your place of £350.00. This sum is refunded in full providing that one calendar month's notice in writing is given prior to the child leaving and that no additional payment or fees are outstanding. If the child does not attend the nursery once the place has been accepted the deposit is not refundable.

- c. Payment of your nursery fee is due on the **1st of the month**. Any payment made after that time by a parent/guardian may be regarded by the Nursery as a breach of the parent/guardian payment obligations and the nursery reserves the right to terminate this agreement in accordance with clause 4 upon serving 7 days' notice of the parent/guardian payment default.
- d. A surcharge of £10 will be made for any payments not received by the set day. If payment is still not received by the 2nd week the space at the nursery will be suspended until the account has been settled.
- e. The Nursery does not permit the pro-rata reduction of payment fees if a child is absent from the Nursery due to illness or holidays. The parent/guardian is therefore obliged to make full payment. In the event of payment not being made then the Nursery reserves the right to terminate this agreement in accordance with clause 3.
- f. Upon the expiration of the said 7 days' notice and the parent/guardian having failed to render their payment then the nursery shall be entitled to treat this agreement as terminated and the provisions of clause 3c shall apply. **We would seek to recover any unpaid fees via the small claims court.**
- g. The Nursery fees are calculated on a weekly basis for the sessions each child attends. This fee is then multiplied by 52 weeks of the year and divided by 12 to give a monthly figure. Payment for any extra sessions will be calculated according to a fee structure and you will be invoiced for the same. Any extra sessions or hours will be invoiced separately.
- h. Fees are also payable during the absence of the child from the Nursery including sickness and holidays, including unforeseen closures of the Nursery due to bad weather conditions or any other unforeseen problems that may occur within the nursery. Fees are also payable during public (bank) holidays. Nursery is closed for one week at Christmas. Fees are payable during this week of closure.
- i. The fees include nappies, snacks and lunch to coincide with the sessions each child attends.
- j. If the payment of fees referred to above shall be outstanding for more than 7 days from the date of when payment is due the Nursery may serve a 7 day notice in writing to terminate the contract in accordance with clause 3. Upon termination of this contract the child shall cease forthwith to be admitted to the Nursery, and the Nursery's notice to terminate shall be regarded as a formal demand for all outstanding monies.
- k. Brown Bears Nursery will adopt the policy that the fee structure will be reviewed in January of every year where an up to 3% increase will apply.
- l. For late collection of children from the nursery a surcharge of £10 for up to every 10 minutes late will be incurred, with no exceptions. This payment is due at the time of collection. Please see late collection policy.
- m. Brown Bears Nursery is in receipt of Government funding for 2, 3 and 4 year olds which allows you 15 hours of free education per week. At Brown Bears we do 4 hours a day across 3 days. Your child will be able to attend nursery from September through to end of July of the following year as the government only pay us for term time. If you want your child to attend the nursery in August, you will be required to pay the nursery fees at stated on the price list.
- n. Brown Bears Nursery will accept the 30-hour government funding for 3 and 4 year olds. The government have set out a criteria to confirm funding eligibility for each child. All parents/carers will have to register online to obtain a unique code with an expiry date which they will give to the nursery and we will validate the code, and then we can confirm your eligibility. Children will not be allowed to secure a place until we have confirmed your eligibility. Parents/carers will have to complete a self-declaration every 3 months by signing onto the Eligibility Checking System to confirm they still meet the criteria for 30 hours. Please check online for cut off dates and eligibility. If a parent/carer falls out of eligibility the child will revert to a 15-hour place, if space is available. The 30 hours funding is based on a full school term but as Brown Bears is open all year round we will offer 22 hours a week of free education. In order to obtain this grant of 30 hours all children must be registered at nursery for 3 full days and you will have to pay a supplement for the additional 8 hours. Please see price list to

confirm the costs. Your child will receive this funding all year round so you pay the same fee each month, including August.

- o. Nursery will have 4 inset days a year based on requirements of Enfield/Haringey Council as we receive government funding. Fees are still payable during these 4 days when we are closed. The dates are to be confirmed and will be given with at least 3 months notice.

3. CANCELLATION / TERMINATION:

- a. After an offer has been made by the nursery but before acceptance by the parent/carer either party may cancel the offer by serving seven days written notice.
- b. After acceptance of the offer by the parent/carer either party may terminate this agreement by the service of one month's notice in writing. During that said one month period the nursery undertakes to continue to admit the child and the parent/carer undertakes to pay all fees due. In the event of the parent/carer failing to pay the month's fees the child's place shall be immediately withdrawn and the nursery shall be entitled to serve a formal demand for payment of such monies.
- c. In the event of the parent/carer giving notice of withdrawal of the child and immediately withdrawing the said child there shall be due to the nursery one month's fees in lieu of notice. Failure by the parent/guardian to provide one month's notice or any notice at all shall render the parent/carer liable to the nursery for one month's fees.
- d. Notice must be in writing and posted or emailed to the nursery manager.
- e. If in the reasonable opinion of the nursery manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or well-being of the child or other children of the said nursery or other agencies or other staff so employed then the nursery may service notice to the parent/carer or a request for the child to be immediately removed from the nursery. Please refer to Brown Bears policies and procedures.
- f. Brown Bears nursery will not tolerate any form of discrimination ie race, gender, sexuality, age or ethnic background. Any forms of discrimination will lead to the immediate termination of nursery place following an investigation.

4. FOOD:

- a. We will provide suitable food in accordance with the Food Safety Act 1990. Attention will be paid to those children who are allergic to certain foods if we are advised by the parent/carer. We will also use reasonable endeavours to meet specific dietary and medical requirements of all children requested.
- b. For allergies or any dietary requirements, we require an individual healthcare plan for your child. Please see care plan policy.

5. SESSIONS:

- a. The Nursery operates a policy of three minimum sessions per week from ages 2-5 and for 0-2 there is a minimum of 2 full days. This Policy will aid each child settling into the nursery and then to maximise the child's all round development. If you wish to reduce your child's session we will require one month's written notice or email.

6. PREMISES INSURANCE:

- a. We are fully insured at the premises from 8.00 am until 6:00 pm, therefore parents/carers must ensure that children are not on the premises outside of these times. Please see late collection and admission policy.

7. PHOTOGRAPHS:

- a. Please be aware that the Nursery will take photographs within the sessions which may be used in training or for promotional materials. Please see your application form as you may want to exclude your child from this.

8. ABSENCE OR ILLNESS:

- a. Parents/carers should telephone the Nursery if the child is unable to attend. You may be requested to keep the child at home in the event of illness. You will still be required to pay for these sessions. In the event of an illness please see

http://www.publichealth.hscni.net/sites/default/files/Guidance_on_infection_control_in%20schools_poster.pdf

- b. If your child is absent whilst claiming Free Early Education you should inform the nursery of your child's absence. The local authority will be informed after 14 consecutive days of absence and it may result in the loss of your child's place.

9. NON SOLICITATION OF STAFF:

- a. The parent/carer of the child, the subject of this registration form, hereby agrees that during the term of this agreement and for the period of six months following its termination (howsoever terminated) that he/she will not seek to employ, entice away or attempt to entice away from the employment of Brown Bears Nursery ("the Company") any person or persons employed by the Company at the date of termination of the agreement between the Company and the parent/carer or any person or persons who was employed by the Company in the six months preceding the date of termination of the agreement between the parent/carer and the Company.
- b. If the parent/carer shall breach the aforementioned clause then he/she shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost of replacing the same member of staff to include, but not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the Company in replacing the member of staff together with all legal fees and disbursements.

10. VARIATION:

- a. There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the nursery and the parent/carer, any such agreement being in writing from a Director of the Company or the Nursery Manager.
- b. It is hereby recognised that the nursery is owned by Brown Bears Nursery (hereinafter called "the Company") and the members of staff at the nursery are employees of the Company.
- c. The employees of the Company at the said nursery are not authorised to bind the Company in respect of the following matter;
 - i. The variation of any terms of this agreement except attendance schedule
 - ii. The entering into of agreements be they oral or written with the parent/carer as to payment schedules of current fees or arrears of fees.
 - iii. The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with clause 3.
 - iv. Any representation as to the rights of the Company to take legal or other proceedings.

11. ACCEPTANCE:

- a. The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect. The parent/carer has read and understands the Terms and Conditions contained and undertakes to be bound by the same.

12. COMPLAINTS:

- a. Any complaints should be reported to the Nursery management team. This has also to be done in writing or email. The resolution of a parent's complaint will be considered and the welfare of the child will remain paramount. Please see complaints policy.

13. OFSTED:

- a. We are governed by OFSTED therefore we are under a duty to report any incident of abuse or neglect or death or major injury to OFSTED without informing the parents or guardian.
- b. In case of medical emergencies, we will arrange for the child to receive the necessary medical treatment.