



Terms and Conditions

In the following terms and conditions “You” refers to the person who is signing the “parent declaration” on the registration form and “We” and “the nursery” refers to Croft Corner Forest School Nursery. These terms and conditions govern the basis on which we agree to provide childcare services to you.

1. CROFT CORNER FOREST SCHOOL NURSERY OBLIGATIONS

1. We will:

1. Inform you as soon as possible whether your application for a place at nursery has been successful.
2. Only offer you full or part time sessions which fit in to the session times we offer.
3. We will offer a reasonable number of free “settling in” sessions for the parents/carers and child/ren to get to know the staff and the setting.
4. Provide the agreed childcare facilities for your child at the agreed times (subject to any days when the nursery is closed).
5. Try and accommodate any requests you make for any additional sessions and/or extended hours of childcare at the nursery.
6. Provide you with regular verbal updates as to your child’s progress on request.
7. Notify you as soon as possible of any days on which nursery will be closed.
8. Try to make available to any of your other children a place at the nursery. However we cannot guarantee that a place will be available.

2. YOUR OBLIGATIONS

1. You will:

1. Complete and return to us the forms within the admission pack before your child can start at our nursery and immediately inform us of any changes to the information provided in those forms
2. Immediately inform us of any changes to your contact details or any other information on your admission form.
3. Keep us informed as to the identity of the persons who will be collecting your child from nursery if these change from the initial information given. If the person collecting your child is not usually responsible for collecting them we will require the password. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

4. Inform us if your child is the subject of a court order and provide us with a copy of such order on request.
5. Immediately inform us if you are unable to collect your child from nursery by the official collection time. A late payment charge will be applied. If you are late collecting your child from nursery, a late collection charge of £5 for every 5 minutes may be imposed.
6. Inform us as far in advance and possible of any dates on which your child will not be attending the nursery.
7. Provide us with at least 1 month's notice of your intention to decrease the number of hours your child spends at the nursery. If you are ending this Agreement, notice must be given one month in advance by email.

3. PAYMENT OF FEES

1. Invoices are calculated on a monthly basis in advance. Any extra sessions booked in will be charged to the next invoice at the extra hour rate.
2. All sessions and any ancillary costs (such as food) must be paid for, regardless of whether the child attends. No refunds will be given for sessions missed due to sickness, holiday, or as a result of exclusion due to non- payment.
3. We review the fees every September and you will be given at least 1 month's notice of these changes. If you do not wish to pay the revised fee, you may end this Agreement by giving us 1 month's notice.
4. If payments are cancelled or returned by the Bank, a penalty fee of £20 will be charged to cover costs incurred by the nursery.
5. Failure to meet payments will result in a late payment of £5 per overdue day being added to the next invoice. In the event that fees are not paid by the due date, we reserve the right to exclude any child without notice. You will remain liable for fees from one month from the exclusion date. We reserve the right to recover all costs relating to the recovery of any unpaid fees, including but not limited to management time and expenses, court fees, solicitors fees and bailiffs. Once a contract has been ended late payment fees cease and statutory interest at 8% over bank base rate will be due on the full balance outstanding until settled in full.
6. If your fees are being paid for by a third party it is your responsibility to ensure that the third party pays within the time stated on the invoice. You will be liable for the late payment fees and other charges not the third party.
7. When your child moves to a different fees rate following a birthday, the reduced rate will take affect the following week after this.
8. A deposit of £100.00 must be paid on the return of the application form to secure your child's place at the nursery. This will be returned to you once the last invoice is settled.
9. You must book a minimum of 2 days per week per child.
10. You will be asked to agree a start date for your child. Should you then request a later start date, we will require you to pay 50% of the cost for the period between the agreed start date and the deferred start date.

4. WORKING PARENT ENTITLEMENT

1. We will offer the working parent entitlement as per our 30 hours Offer document. You must confirm that you are eligible and provide us with the code, your child's date of birth and a parent's NI. We will then check that the code is valid and from when you are entitled to claim from. You will also need to renew the code every 3 months.
2. It is important to note that with the 30hours, we have limited flexibility with session changes and these will only be reviewed termly and changed, if possible.
3. If your eligibility changes the government will give you a grace period, please see their website for further information. It is your responsibility to inform us if your employment circumstances change.
4. We will allocate additional hours on a first come first served basis, if we are unable to accommodate all of your requested hours, you will be placed on a waiting list and we will inform you when a space becomes available.
5. The additional charges cover anything outside the remit of the government's early years funded offer, e.g. all food, snacks, drinks, forest school sessions, trips, nappies, suncream and other consumables and these are applied as per our Fees and Funding Guide.
6. You must inform us if your child attends an additional setting or spends any time with a childminder.
7. For 3 year olds and over, the 30 hours Offer is offered as part of a package. It is therefore not possible for you to use the extended 15 hours with us if you are using the universal 15 hours elsewhere. You can however use your universal 15 hours with us and it would be up to the other provider to agree to allow you to use the extended 15 hours with them. You will be asked to confirm on the funding forms that you are claiming the universal hours with us.
8. It's important for you to understand that unless you have a valid government code, your child care hours will not be funded and you will be invoiced and liable for full fees, for the following term. Unfortunately, we do not have the capacity to remind our families individually, to obtain their code.

5. NURSERY CLOSURE AND BANK HOLIDAYS

1. The nursery will close all bank holidays and a week at Christmas. Bank holidays are included in the billing calculations if they are your child's normal booked session. Please find holiday dates on the Parent App.
2. If a Bank holiday falls on a day your child would normally attend nursery, you can ask that he attends on a different day that same week. We will try to accommodate this request wherever possible but do not offer refunds where it is not possible.
3. We reserve the right to hold three Staff training days per year and will let you know in advance when these will be. Parents will not be charged for these days.

6. SUSPENSION OF A CHILD

1. We may suspend the provision of childcare to your child, and add on 1 month's notice at any time if:

1. You have failed to pay any fees.
2. If the period of suspension for non payment of fees exceeds 1 month, either of us may terminate this Agreement by written notice.
3. Your child's behaviour at nursery is deemed by us to be unacceptable or endangers the safety and well being of your child and/or the other children or staff at the nursery. The suspension shall continue whilst we try and address these problems with you.

7. TERMINATION OF THE AGREEMENT

1. You may end this Agreement at any time, giving us at least 1 month's notice, by email. You will be liable for the fees throughout the notice period.
2. We may immediately end this Agreement if:
 1. You have failed to pay your fees
 2. You have breached any of 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.
 3. You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff or other parents.
 4. Your child's behaviour is unacceptable or endangers the safety and well being of any of the other children at the nursery.
 5. We take the decision to close the nursery. We will give you as much notice as possible of such a decision.
3. It may become apparent that the support we can offer your child is not sufficient to meet his or her needs. Under these circumstances, we work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end this agreement
4. You may immediately end this Agreement 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 after you have drawn it to our attention.

8. PERSONAL PROPERTY AND BELONGINGS

1. We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by nursery staff to ensure the children's belongings are not lost or damaged. Practical 'inexpensive' clothing is strongly recommended.
2. It is your responsibility to name and clearly label all items of clothing.
3. We suggest that all toys, books or other equipment are left at home.

9. GENERAL

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.
2. If the nursery closes or we take the decision to close due to events or circumstances that are outside our control, we shall be under no obligation to provide alternative childcare facilities to you and the weekly fee will continue to be payable in full. If the closure exceeds 3 days in duration

(excluding any days when the nursery would otherwise close), we will credit you when an amount that represents the number of days the nursery is closed in excess of 3 days.

3. If you have any concerns regarding the services we provide, please discuss these with your child's keyperson. 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 appropriate person for review.
4. 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 of the severity of the reaction/allergy and must continue to inform nursery of any changes/progress to the condition when they become aware of it. You are requested to inform nursery of any changes to all information kept in nursery.
5. You agree that you will not at any time, whether throughout the continuance of this agreement or for a period of six months after its termination, directly or indirectly (via agencies) employ/entice away an employee with whom they have had contact or dealings with at nursery. In the event that this happens 25% of the gross annual salary will be payable by you to the nursery.
6. We may require you to withdraw your child from nursery in the event that you are not completely honest about the child's condition or withholds or is found to have withheld important information.
7. We do not offer babysitting services. If you wish to use any of our staff to provide babysitting services, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and we accept no liability to you in respect of that individual or those babysitting services. We would ask that you sign an agreement confirming these terms before the commencement of any babysitting.
8. While food and drink are provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. We provide a meat and vegetarian option. Every effort is made to follow recommended food preparation guidance and to ensure that all setting staff involved in the preparation and serving of food are suitably trained.
9. Normally we will seek your consent before sharing information about your child with another professional or agency. We are required to share any information with the local authority and other relevant agencies if there are any safeguarding concerns about your child. In certain situations, we may not seek consent prior to sharing information, or we may, in certain specified circumstances override a refusal to give consent.
10. You must avoid making any social media communications that could damage our business interests or reputation, even indirectly or link us to any political movement or agenda
11. You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate staff members of the setting or other related third parties.

10. LIABILITY

1. We accept no responsibility for children whilst in their parents' care on nursery premises i.e. prior to arrival or after pick up. We will not be liable to parents and / or children for any economic loss of any kind, for damage to the child's or parents' property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.
2. We will make reasonable endeavours to keep parents' and / or children's property in good order but we do not accept liability for damage to such property.

11. ACCIDENTS AND ILLNESS

1. We reserve the right to administer basic first aid and treatment when necessary. We will inform you of all accidents and you will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by the nursery to contact you but failing this, we are hereby authorised to act on behalf of parents and authorise necessary treatment. We will ask you to complete the authorization of medicine form should you require us to give medicine whilst at nursery.
2. We may require you to withdraw your child from nursery, in the event that they require special medical care or attention, which is not available or refused by you or it is considered that the child is not well enough to attend nursery.
3. We may also ask you to withdraw your child from nursery, if we have reasonable cause to believe that they are or maybe suffering from or has suffered from any contagious disease/infection and there remains a danger that other children at the nursery may contract such a disease/infection.
4. We accept no responsibility for children contracting contagious diseases/infections. Please refer to our sickness policy regarding incubation and exclusion periods.
5. We understand the needs of working parents but we reserve the right to contact you if your child becomes ill whilst at nursery and require you to arrange for your child to be collected.
6. You are requested to inform the nursery if your child is suffering from any illness, sickness or allergies before attending nursery. In line with current safeguarding children legislation, we are obliged to chase up the whereabouts of any child that has not attended nursery for more than 3 days without contact from the family. It is nursery practice to call on the first day of absence.

12. AGREEMENT

1. These Terms and Conditions represent the entire agreement and understanding between, "You" the parent and, "We" the nursery. 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.
2. We reserve the right to update/amend these Terms and Conditions at any time. You will be given one month's notice of changes made. If you do not accept notified changes you must give one month's notice in writing and withdraw your child from the nursery. The continued attendance of a child at the nursery after one month will be deemed as accepting the notified changes.
3. This agreement is governed by the Law of England and any disputes that cannot be settled by agreement will be dealt with in the English Courts. Where available the small claims court arbitration service will first be used in the event that any disputes cannot be resolved.

Addendum in relation to a pandemic

Absence due to a bubble closing

If on the advice of Public Health, we have been advised to close a bubble for a limited period, we will only ask for a contribution to the costs which relates to the direct unavoidable cost to the business e.g. rent, insurances, staff costs and food which have already been committed. For children who are not receiving government funding, we would ask for 50% of the cost. For children who are in receipt of government funding, we will not seek to recover costs which are already covered by government funding but will seek a 50% contribution towards any hours that are not covered by the funding.

Absence due to self-isolating other than closure of a bubble

Should you choose not to send your child for any reason relating to the pandemic or be required to self isolate i.e. sickness or awaiting a test, the fees are still payable in full.

Closure due to lockdown- partial

Should we not be able to offer your child a place during any partial or full lockdown, then we will not ask you to continue paying.

Voluntary agreement

If your child's attendance is affected by a full or partial lockdown, you can continue to pay in full on a voluntary basis.

Notice to end contract

Our notice period remains at 1 calendar month.