



## Terms & Conditions

### 1. Introduction

Stables Day-care Nursery, hereafter referred to as 'Stables', aim to work in partnership with parents and carers to create and maintain a safe, caring, stimulating and educational environment for children. All parents/guardians wishing to make use of the service offered by Stables must strictly adhere to the terms and conditions and sign this document as evidence of their acceptance and agreement with the childcare registration form, terms and conditions, fees listing, policies and procedures under which Stables operate.

We are registered under the Children Act 1989, and we are legally obliged to follow the national care standards as set by Ofsted.

### 2. Admission

A completed Childcare Registration form and deposit of £100 is required to secure your child's place. The deposit will be deducted from your child's final invoice, providing a minimum period of three months attendance and appropriate notice has been given. No deposit is required for any child in receipt of free entitlement.

Unless four week's notice in writing is given to alter a start date we will charge your fees from the start date stated on the registration form.

If you work in an educational establishment during local authority school terms only, then we may offer you a 'term time only' place for your child. If we do offer a place, then your child will only be guaranteed a place in the child care facility during local authority school term dates. A place for your child during school holidays cannot be guaranteed.

### 3. Opening times

The nursery sessions run from 8:00 am to 6.00 pm – Monday to Friday, 51 weeks of the year (closed between Christmas and New Year).

Children must be dropped off and collected on time. If you know you are going to be late please arrange for your authorised person, as detailed on the registration form, to collect your child and telephone the nursery to let us know. The person MUST know the password to be able to take the child away with them. There is a charge for late collection as per our listed fees.

In an emergency situation, where the authorised adult cannot collect your child, the person who does collect the child will need to provide evidence that he/she has the authorisation of the parent/carer. The child's safety will be the primary concern at all times. Stables will contact the parents by phone if an unexpected person comes to collect the child.

We reserve the right to refuse to release a child until the parent arrives.

### 4. Our obligations

- We will use all reasonable efforts to provide the services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in (1) above.
- We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our



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Proprietor: Beccy Ahmad

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culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately for.

- If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a child and as such we cannot continue to adequately provide for that child (or admit them as the case may be) then we shall be permitted to request that you to withdraw the child without being charged fees in lieu of notice.

### 5. Your obligations

Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare.

Parents shall co-operate with us and provide us with information as we may reasonably require about the child e.g.

- Any known medical condition, health problem, allergy or diagnosed dietary requirement.
- Any prescribed medication.
- Any lack of vaccination which the child would ordinarily have by their age.
- Any family circumstances or court orders affecting the child.
- Any concerns about the child's safety. Your contact details and those of your authorized persons who may collect the child.

You must ensure that this information is accurate - there is space for this on our registration form - and keep these details up to date by promptly informing us in writing whenever they change.

If our performance of our obligations under this agreement is prevented or delayed by anything you do (or fail to do), we shall not be liable.

### 6. Fees & Payments

You shall pay the charges as set out in our most current fees listing.

Charges are due even if your child is absent. All sessions booked must be paid for, regardless of whether your child attends. Unfortunately, we are unable to offer refunds or days in lieu for absences due to holidays, sickness, bank holidays, school inset days or unavoidable nursery closure or force majeure events. This is because the nursery has to reserve a place for the child with appropriate staffing in advance.

Where possible, please give us at least one calendar month's prior notice in writing of dates upon which your child will not be attending the childcare facility due to holidays etc. This is to facilitate staff planning.

VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

The quoted charges are per child, per core hours i.e. day/sessions booked as per fees listing and include lunch and tea and snacks.



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Extra sessions or extra hours (or parts of an hour) may be booked (above core hours) depending on availability and will be charged as per the fee listing. Once booked, any extra sessions/hours cannot be cancelled. Extra sessions requested will usually be invoiced in arrears.

Fees will be paid monthly in advance and we will invoice you at the end of each month for the following month's fee. We request that you set up a standing order with us (if this is not possible please pay by cheque made payable to 'Stables'). We also accept recognised childcare electronic vouchers and will credit these against each month's fees payable by you provided that they are received by us before the 5th of every month. Voucher payments received after 10th will be allocated against the next month's invoice. Stables is not responsible for collection of fees from any third parties except in the case of statutory nursery education funding allowance.

Invoices will be due for payment on the 5th of the month. Unless there is a prior arrangement, a charge of £20 will be made for fees outstanding after the 5th of the month. Any parent or carer whose fees remain unpaid after 5th of the month, without prior agreement of the Nursery Proprietor, will be charged an additional £5 for every day late and risks their child's place at the nursery being withdrawn.

The first month's fees will be payable on the child's first day with us. Fees are calculated at a fixed monthly rate based on the child's booked and requested weekly sessions, i.e. price of weekly sessions x 51 weeks divided by 12 months = monthly payment.

You will not be charged for the one week that Stables is closed at Christmas.

A sibling discount of 5% is given to the oldest child when one or more children from the same family attend at the same time. Any child in receipt of the 3 and 4 years old free entitlement or 24U funding is excluded from this discount. All discounts are applied to core childcare provision only and do not apply to extra sessions, nursery lunches or other services and any child at school is excluded.

No payment shall be deemed to have been made until it is cleared into our bank account. If a payment fails, we may charge a reasonable administration fee of £25.

Fees will be subject to an annual review in December, with fee increases taking place in January.

#### **7. Free entitlement**

We are registered to claim the '3 and 4 year old free entitlement' and '24U grant' on behalf of eligible children. Funding does not include meals and special activities and is not paid in the school holidays. Snacks are included. For more information, please contact the manager.

#### **8. Change of booked days/sessions**

If a parent/carers wishes to amend, increase or reduce their child's sessions stated in the registration form they must request this in writing providing one month's notice.

#### **9. Special activities**

We offer the following activities at Stables:

Swimming – Mondays - for those in Preschool (additional cost £5)

Yoga – Tuesdays - for those in Preschool and Buttercups (additional cost £2.50 alternate weeks)

Forest School – Thursdays for those in Preschool (additional cost £5)

If we do not hear otherwise it will be assumed that you wish your child to take part if they attend on the

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day of the activity. These activity sessions must be paid for in advance (see our fees listing) and will be added to your monthly invoice. Unfortunately, due to staffing requirements we cannot offer any refunds if your child is absent. If the activity is cancelled due to circumstances outside our reasonable control an appropriate activity will be held in its place to cover your fees paid.

#### 10. Welfare of the child

- We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law and often to a much higher standard.
- We will respect your child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
- Parents of Children who are not potty trained must provide disposable nappies. There will be a £1 charge per nappy if we have to use our stock of nappies should your supply run out.
- Parents should provide sealed formula milk for bottle feeding babies. Bringing in and storing made-up formula milk may increase the chance of a baby becoming ill and should be avoided.  
OR
- Labeled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- We have regular visits from our local health visitor, if you would like to opt out, please indicate this on the registration form.
- As regards behaviour management techniques and sanctions, please refer to Stables' Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.
- Stables uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.
- We reserve the right to delay or advance moving your child to or from the room normally associated with their age.

#### 11. Personal belongings

Stables cannot be held responsible for any loss or damage to any parent's, carer's or child's property. Every reasonable effort will be made by the nursery staff to ensure that property or belongings of any parent, carer or child is not lost or damaged. We strongly advise all parents to dress their children in practical inexpensive items of clothing, clearly labelled with their named and to leave toys, books etc. at home unless they are of a strong comfort to the child when settling in.

Parents will need to provide a full change of clothes (named), nappies, wipes, a woolly hat and mittens for winter, and a sun hat for summer.

#### 12. Accidents and illness

Stables reserve the right to administer first aid and any emergency treatment as required. Parents will be informed of all accidents and will be asked to sign an accident record form. Parents are informed of all head injuries as a matter of course.

If your child becomes ill during the nursery session the nursery manager will contact, you or the emergency contact indicated on the registration form. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).



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Children who are unwell should not attend Stables. Please inform us by telephone as soon as possible. If a child does not attend for two weeks without any contact from parents, we are obliged to inform Social Services with respect to the welfare of the child.

Children who have suffered from sickness of diarrhea will not be admitted back to Stables within 48 hours after the last episode. Parents must inform Stables immediately if their child is suffering from any contagious disease. For the benefit of the other children in the nursery, we cannot allow children to attend Stables if they are suffering from a contagious disease. A high temperature and diarrhea are not signs of teething. Please see the NHS website for more information.

You must notify the nursery manager if your child is absent from the nursery through sickness.

We may require parents to collect their child from Stables, in the event that the child appears unwell. We accept no responsibility for any child contracting contagious diseases/infections during nursery hours. If your child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If your child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.

The nursery is mindful of the needs of working parents and will endeavour to provide as much continuity of service as possible within the recommendations of the Health Protection Agency by which the nursery is bound.

### 13. Medicine

Prescribed medicine will be administered by a Senior Nursery Nurse providing that a parent has completed and signed the medication form indicating times and dosage of each course. All medication must be kept within their original bottles with the child's full name clearly marked on the label. No medications will be administered without prior authorisation from the parents and a fully completed medication form. Written consent must also be given for the application of creams and lotions. Stables will not be held responsible for any adverse reactions to any medication given. Please refer to our Medication Administration Policy for full details.

### 14. Dietary requirements

We will work with you to provide suitable food for your child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a child does not come into contact with certain foods with support from parents and external professionals should the need arise. Menus will be displayed for inspection, and parents and children will be able to feed into the review of these. No packed lunches supplied by parents for after school/holiday club will be heated up by us.

As the number of children with nut allergies is increasing, with the support of parents we aim to keep Stables nut free. Parents are asked to remember this when sending any food to nursery. Parents are also requested not to use creams, sun creams, oils etc. on their child that may contain nut oil as this may have severe consequences to another child.

### 15. Data Protection

In accordance with the Data Protection Act of 1998 any information you provide Stables will be kept secure at all times and treated in confidence. The information will be used by Stables and in any cases



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Involving outside bodies needing access to this information Stables will seek your permission before sharing.

You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the services.

We may take photographs and/or videos of your child for promotional or training purposes only. If you do not wish for your child to be included in such photographs or videos, please inform us when completing the registration form.

#### **16. Reporting of neglect or abuse**

We have an obligation to report to the relevant authorities any suspicions we have that your child has suffered neglect or abuse, and we may do so without your consent and/or without informing you.

#### **17. Liability**

This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of this agreement (including any breach of it, any statement we make to you about it, our termination of it).

- All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract
- Nothing in this agreement in any way limits our liability for fraud, or for death or personal injury resulting from negligence
- We shall not be liable for: Any loss or damage to any personal possessions, toys, equipment or bags, clothing etc. you may bring into Stables; loss of any profits; consequential loss; or any other indirect loss.
- Stables accept no liability for any loss suffered by parents, arising, directly or indirectly, from nursery closure or the non-attendance of a child for any reason; i.e. sickness, holidays, bank holidays etc.
- We accept no responsibility for any child whilst in the care of a parent or guardian on our premises.


#### **18. Complaints and concerns**

Stables accept that every parent/guardian has the right to express their views if they are unsatisfied with issues involving their child care or the nursery as a whole. Should such a situation arise we ask that parents raise the issue with the Proprietor or Manager. Please also refer to our complaints policy which shall apply to any complaints received by us. Customer satisfaction is of paramount importance to us and any concerns/complaints will be taken seriously. You may also contact Ofsted with a complaint about us if you feel that you cannot talk to us.


#### **19. Termination of Nursery Place**

4 weeks notice or 4 weeks fees in lieu of notice is required should you wish to withdraw your child from Stables or remove your child from any sessions as stated in the registration form. If parents choose to leave prior to the end of their notice, fees are non-refundable.

We may ask you to remove your child from Stables immediately if you, your child or any carer displays abusive, threatening, disruptive or otherwise inappropriate behaviour towards any member of staff, other child, parent/carer or if you are in serious breach of these terms and conditions or if termination

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of a place is considered by us to be in the best interests of the childcare facility and/or the continuing welfare of other children at the Nursery.

#### **20. Changes to these terms and conditions**

We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us. We may change any other terms in these terms and conditions provided we give you at least one month's written notice of our intention to do so.

#### **21. Assignment**

The terms and conditions are personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the agreement.



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**Agreement – Your copy (please keep this safe along with your Terms & Conditions)**

These Terms and Conditions represent the entire agreement and understanding between the parents (including other carers) and Stables.

Your child’s full name: .....

I agree that I have received a copy and have read and understood the Terms and Conditions and agree to work in partnership with Stables at all times to follow and abide by these.

Signed (parent): .....

Print name: .....

I have also completed and signed the Registration form which forms a part of the Terms and Conditions.

Signed (parent): .....

Print name: .....

I have read and understood Stables policies and procedures which are available in reception. These policies have been created to ensure the quality of care is maintained at all times.

Signed (parent): .....

Print name: .....

I/we are also aware that Stables will be pleased to arrange meetings to discuss problems, children’s work and records at any mutual agreeable time.

Signed (parent): .....

Print name: .....

Signed (proprietor): .....

Date: .....

These Terms and Conditions are applicable from 1st January 2016.





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**Agreement – Stables copy – please complete and return this page only to us.**

These Terms and Conditions represent the entire agreement and understanding between the parents (including other carers) and Stables.

Your child's full name: .....

I agree that I have received a copy and have read and understood the Terms and Conditions and agree to work in partnership with Stables at all times to follow and abide by these.

Signed (parent): .....

Print name: .....

I have also completed and signed the Registration form which forms a part of the Terms and Conditions.

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Print name: .....

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Date: .....

These Terms and Conditions are applicable from 1<sup>st</sup> January 2016.