

### 1. STANDARD TERMS AND CONDITIONS

We believe these standard terms and conditions reflect the custom and practice of private nurseries providing full time day care. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of the nursery. Nothing within these terms and conditions affects the parent/guardian's statutory rights. To enable us to provide and maintain the highest standards of care we require all parents to be aware of, and abide by, the following conditions that govern Footprints Day Nursery.

### 2. REGISTRATION

When the Child is registered with Footprints Day Nursery, the parent / guardian will be asked to pay a **£50** non-returnable registration fee. The Child will then be eligible for admission to Footprints Day Nursery, although admission will be dependent on a place becoming available. If a place becomes available and the parent / guardian decides that it is no longer needed, Footprints Day Nursery should be notified in writing.

### 3. FEES

Fees are calculated on a 51 week basis this excludes one week for the Christmas shutdown per annum. Fees are charged monthly in advance and where possible must be paid by Standing Order, Direct Debit or Online Transfer.

The total amount for the year is calculated and divided into 12 equal payments thus enabling parents to be consistent when organising regular payments.

Fees must be paid to reach us by the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form. Fees are due and payable during periods of absence from the nursery, including sickness, holidays and during public and bank holidays.

The price listed on our Price List includes breakfast, lunch, snacks and tea depending on the sessions chosen.

Please note the invoice run is from the 20<sup>th</sup> of the previous month until the 20<sup>th</sup> of the current month, in order for them to be printed out and distributed before the first of every month.

Extra sessions can be booked if there is availability. These will be charged at the rate listed on the Price List.

To secure a nursery place fees for a full month are payable in advance "deposit" in addition to the fee associated first month's fees. The first month's fee will be prorated accordingly to the start of the next invoice period, normally the 1<sup>st</sup> of the next calendar month. Fees must be paid at the time the place is confirmed by the parent or guardian.

Six week written notice is required if you no longer require the place or wish to withdraw your child from the nursery. In this case you will only receive back a percentage of the amount paid. Please see section 5. Retention of Deposit.

Fees are also payable if there is any delay in taking up the place once accepted.

For late pickups (5mins) or early drop (5 mins) offs the charges will apply. These are listed on the current Price List.

Footprints Day Nursery reserves the right to charge interest on late fees at the rate of 2% over the Barclays Bank rate. For a cheque that is returned by our bankers as unpaid a minimum charge of **£20.00** per occasion will be applied.

Children may be excluded from the nursery if fees remain outstanding more than 30 days beyond the 1st of the month they are due.

Regular occurrence of late payment may lead to the registration of your child being terminated.

All additions and extra sessions will be charged in arrears. For clarity extra session booked in January will be invoiced in February, please fill out the "extra days form" so this can be agreed with the manager before you start the

extra session(s). Failure to do so may result in refusal as the manager has to ensure we have adequate staffing.

In the event you need to decrease the number of sessions from the original contract then you need to pay **£30.00** to make the change, however if you are increasing the days there will be no charge.

#### 4. MONTHLY PAYMENTS

Monthly payment must be paid on a monthly basis. If you continue to use the service you are still bound to our terms and conditions and therefore must pay on a monthly basis. If you have not been invoiced you check the amount due with the management team and must pay every month obtain a receipt for the payment made. Freezing Payments will be considered as unpaid Debt which will incur 2% over the Barclay Bank rate or the child's place maybe terminated.

Payments made in cash or cheque will now attract a cost of £1.00 per hundred pounds all cheques are to be made payable to Footprints Day Nursery LTD. You are encouraged to pay by Standing Order, Direct Debit or Online Banking.

The National Education Grant funding is based on sessional times, and this may vary on your monthly invoice.

#### 5. UNPAID FEES AND DEBT HANDLING

Footprints Day Nursery Ltd. will pursue all monies owed by existing and/or previous customers. With existing parents we will endeavor to work together to agree a 3 month payment plan in order to pay off any outstanding debt.

Should conditions of the payment plan be breached then the agreement will be terminated and full payment is required with immediate effect, this will result in the nursery placement being terminated if the debt cannot be settled.

Should the demands for payment be ignored or if payments which are being made are not sufficient to cover the outstanding debt, we will sell the outstanding debt to our Debt handling partner. An administration charge of £350 will be added to the outstanding debt. Thereafter all responsibilities are relinquished to our Debt Management partner who may add other charges.

Footprints Day Nursery will share bad dept information (if not resolved) with Credit Rating agencies.

#### 6. RE-REGISTRATION

Should you leave and decide to come back the re-registration fee will £275 should you decide to return within 8 weeks of last termination. This may be over ruled at **Management discretion.**

#### 7. EMERGENCY DAYS

Emergency Days are designed for parents that require flexibility without committing to our full contract. Parents that use this facility need to pay £50 registration fee. A weeks notice is required with payment for each session booked. Failure to attend a booked session will result in fees being retained by Footprints Day Nursery. We operate a no swapping day policy.

Emergency day's fees are as per our current price list.

Parents that are already registered with Footprints Day Nursery, who may require additional sessions will be charged at their normal rate.

#### 8. RETENTION OF DEPOSIT

The retention of the refundable deposit will decrease accordingly in the event of parents/guardians wishing to cancel their reserved place(s) as follows:

100% of the paid deposit will be reimbursed if notice of a full calendar month or more is given.

50% of the paid deposit will be reimbursed if notice of 3 weeks is given.

No deposit will be reimbursed if less than 3 weeks' notice is give.

#### **9. LATE COLLECTION**

Parents/guardians collecting children late from the nursery will be subject to a surcharge, details of which are published at the nursery. Parents/guardians should be aware that the nursery has to be vacated by the closing time 6:05pm.

#### **10. LOSS OF PROPERTY AND ACCIDENTAL INJURY**

Footprints Day Nursery does not accept responsibility for accidental injury or loss of property. Footprints Day Nursery does maintain those insurances required by law. Details of these are available from the nursery manager. Copies of the current Employer's Liability and Public Liability Insurance policies are displayed on the notice board at the nursery.

#### **11. NEIGHBORHOOD FRIENDLY POLICY**

Footprints operate a Neighborhood Friendly Policy due to its location. Please do not obstruct residence drive ways when picking up or dropping off. Persistent offenders will be excluded from the Nursery.

At the time of registration you may be offered a time slot to Drop of and Pick up your child / children.

There is no parking for parents at the setting as this is reserved for our Staff only. There is strictly no parking in front of the Nursery gates as this is kept clear in case of emergency vehicles.

#### **12. SICKNESS**

If your child becomes ill during a nursery session the nursery manager will contact the parent/guardian or the emergency contact indicated on the registration form. If your child is suffering from a communicable illness your child should not be brought to nursery until such time as the infection has cleared.

Parents/guardians are required to notify the nursery manager if your child is absent from the nursery through sickness. A full copy of the company's Infection Control policy is available from the nursery manager.

#### **13. DIETARY**

We will work with parents/guardians to provide suitable food for children who

have a special dietary requirement as suggested by a doctor or dietician.

#### **14. CHILD PROTECTION**

It is understood that Footprints Day Nursery is under an obligation to report to OFSTED/Child Protection any incident where we consider a child may have been abused or neglected. This could be done without informing the parent/guardian.

You should be aware that Footprints Day Nursery occasionally takes photographs within the nurseries which may be used in training or promotional material. We will consult the Parents/ Guardians be any material is used for promotional purposes.

#### **15. FOOTPRINTS STAFF**

No member of staff may be employed by customers of Foot Prints Day Nursery Ltd. within six months of them leaving employment. If employed within this time frame by a parent/guardian who are or had previously been a customer at the nursery, then that parent/guardian will be liable to pay Footprints Day Nursery a sum equivalent to three months salary for the employee at the time their employment with Footprints Day Nursery terminated.