

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. By signing our registration form you have agreed to these terms and conditions.

The rules about notice and payment of fees are designed to promote stability, assist in our forward planning and the appropriate resourcing of the nursery. No information 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.

Footprints Day Nursery does not tolerate nursery staff being spoken to in an abusive, threatening or foul language by any parent, guardian or adult and will be taken very seriously. Such behavior may result in the termination of our nursery space allocated to you.

2. REGISTRATION AND DEPOSIT

When registering with Footprints Day Nursery, the parent / guardian is required to pay a **£50** non-refundable registration fee per child and a full month's deposit regardless of claiming NEG. Your child will then be eligible for admission to Footprints Day Nursery, although admission will be dependent on sessions being available. When the required sessions are reserved these Terms and Conditions come into full effect. If decided that the reserved sessions are no longer needed, one month's written notice has to be given for a full refund of your deposit, *please see section 8. Retention of Deposit*. Footprints Day Nursery has a minimum booking of three sessions per week this may be spread over the week or set as a day and a half, subject to availability.

3. FEES

Fees are calculated on a 51-week basis this excludes one week for the Christmas shutdown per annum. The 51 weeks are then divided into 12 equal payments for ease. Fees are charged monthly in advance and where possible must be paid by Standing Order, Direct Debit, Online Transfer or child care vouchers.

Invoices for any children that join after the 1st of the month or change sessions, will be calculated on a daily rate, this will also apply should you leave during the month.

Fees must be paid to reach us by the first day of each calendar month to which they relate, any fees received after the after the 1st will incur a late charge of £10.00 per day. 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, public bank holidays or any other absence. For absence, due to sickness refer to Exclusion policy displayed in reception.

We do not reduce session for the months of April, July, August and December unless it is for more than 6 weeks, parents/guardians are permitted to discuss this with the management team.

When price increase occurs, deposit uplift will be applied to bring you in line with the current rate.

The prices that are listed on our 'Price List' include breakfast, lunch, snacks and tea depending on the sessions chosen.

Please note our invoices are produced between the 21st of the current month in order for them to be emailed out on the by the 23rd and distributed before

Footprints Day Nursery Ltd. and Footprints Day Nursery Staines Ltd.

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the first of every month this gives parents/guardians at least 7 days to make payments and amendments to direct debits.

To secure a nursery place a full month's deposit, registration fee and the associated first month's fees must be paid. The first month's fee will be prorated accordingly to the start of the next invoice period, normally the 1st working day of the next calendar month. Fees must be paid at the time the place is confirmed by the parent or guardian.

One month's 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 receive full deposit refund. *Please see section 8. Retention of Deposit.*

Please note that any vouchers that are issued to Footprints once a month's notice has been served are not refunded to parents but will be transferred back the voucher company. Fees are also payable even if there is any delay in taking up the reserved sessions once accepted unless one month's notice is given for change of start date.

For late pickups or early drop 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 **£25.00** per occasion will be applied.

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

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

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

One week's notice must be given for extra sessions, email confirmation will not be accepted, your session will only be confirmed when both parties have signed the extra session form. Failure to do so may result in refusal as the manager has to ensure we have adequate staffing.

Charges will still be applied if you fail to give 48 hours' notice to cancel booked sessions. Please note this also applies to the booking / cancellation of extra hours.

All additions and extra sessions will be charged in arrears. For clarity, extra session booked in January will be invoiced in February.

Footprints can offer emergency extra session within the same week should an emergency arise.

Apart from sickness it is now a requirement that all absences from the nursery are recorded. A holiday form must be filled out even if it is for one day. Please note one week's notice is required for holidays, emergency one day holidays can be taken, however on your return a holiday form must be filled out and you are required to inform the nursery immediately by telephone.

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

Payment must be paid on a monthly basis. If you have not been invoiced, you must confirm the amount due with the management team.

Payments made in cash or cheque will now attract a cost of £2.00 per hundred pounds, monies less than a hundred pounds will not be accepted, all cheques are to be made payable to Footprints Day Nursery LTD, it is the responsibility of the parent/guardian to obtain a receipt for any cheques or cash given. You are encouraged to pay by Standing Order, Direct Debit or Online Banking.

The National Education Grant (NEG) funding is based on term time and sessional times, this will vary on your monthly invoice depending on the eligible days during that month. This grant will be shown in hours on your invoice and not value, as per the terms and conditions with Surrey Early Years. A separate letter will be sent to you with more information.

If you have more than one child attending Footprints Day Nursery, the oldest sibling will receive 11% sibling discount each month. In the last month sibling discount is not applicable due to you receiving your full deposit refund.

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 assist you 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.

Continuous overdue invoices will result in the refusal to accept your child at the nursery, you will be charged for the week you are in and thereafter freezing payments will be considered as unpaid debt. Outstanding debt will also incur 2% over the Barclay Bank rate and the child's place will be terminated. Footprints will also charge at a rate of £10 per day for late payments that are received after the 1st of the month.

Should the demands for payment be ignored or if payments which are being made are not sufficient to cover the outstanding debt, or the monthly value. We will discuss this with parents/guardians to resolve this situation. Failure of resolution will result in Footprints Day Nursery selling 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. Deposits will be held by Footprints Day Nursery until all debts are cleared. In some cases, we will raise a CCJ to clear debts.

Whilst legal issues are being resolved our contract with parent/guardian will be terminated by default.

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

6. DISPUTE RESOLUTION - NEGOTIATION, MEDIATION AND ARBITRATION

6.1 Negotiation

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, we shall consult and negotiate with each other in good faith and, recognising our mutual interests, attempt to reach a just and equitable

solution satisfactory to both parties. If this is not reached such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by Arbitration.

6.2 MEDIATION

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through **negotiation**, the parties agree first to try in good faith to settle the dispute by mediation administered by a mutually agreed mediation service provider. Each party will be responsible for their own costs for the use of this or other dispute resolution service; this shall include fees, expenses, your own time or any other item of concern to either party.

6.3 Arbitration

The arbitrator selected by the claimant and the arbitrator selected by defendant shall, within 10 days of their appointment, select a third neutral arbitrator. In the event that they are unable to do so, the parties may request to appoint the third neutral arbitrator from a recognised Arbitration service provider.

7. RE-REGISTRATION

Should you leave and return within 8 weeks a re-registration a fee of £300.00 will be applied, at management discretion.:

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.

Final deposit will be refunded on the 23rd of the current month in which you are leaving, if you are leaving on the 1st of the month then your deposit will be refunded on the 23rd of the same month, if you are leaving after the 23th of the month your deposit will be refunded on the 23rd of the following month. This will be done via bank transfers, a request for your bank details will be made when your final invoice has been issued.

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 6:00pm. In the event of no contact with the nursery, staff are obliged to contact social services within 45 minutes from 6.00pm, there will be an additional charge of £50 on top of your late charges if you are 45 minutes late, this is because Footprints Day Nursery has to ensure that two members of staff are with the child as this is part of our Safeguarding policy.

Late collection charges also apply from morning sessions which finish at 1.00pm, in the event of no contact the nursery staff are obliged to contact social services within 45 minutes from 1.00pm. There will be an additional charge of £50 on top of your late charges if you are 45 minutes late, this is because Footprints Day Nursery has to ensure that staff rations are maintained which is part of our Safeguarding policy. Please ensure that you arrive five minutes prior to the end of your child's session in order to receive thorough feedback about your child/rens day.

10. LOSS OF PROPERTY AND ACCIDENTAL INJURY

Footprints day nursery does not accept any responsibility to accidental injury or loss of property, every reasonable effort will be made by nursery staff to ensure the children's belongings are not lost or damaged.

Footprints Day Nursery does maintain those insurances required by law. Copies of the current Employer's Liability and Public Liability Insurance policies are displayed on the notice board at the nursery. Annual Pat testing is carried out on all our electrical equipment, the certificate of the pat is in on the parental notice board. Footprints is also registered with the information commissioner's office (ICO) under the Data Protection Act 1998.

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. Do not park on the corners of Haven Road as per Highway Code 243 parking at junctions, this reduces visibility for vehicle exiting Haven road. Haven Road is a private road and has CCTV. Persistent offenders may be excluded from the Nursery. There is no parking for parents on the premises 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 for 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 by request you are required to fill out your child's sickness form.

First aid staff can administer medication. A prescription label must be present on any medication that is given to Footprints Day Nursery. Failure to do so will result in refusing to administer the medicine.

Any pain medication given to a child 24 hours before the start of their booked session, will not be allowed to attend their normal session as there may be an underlying issue, this is in line with our policies and procedures and the health organization.

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. In these cases, a letter from the dietician/doctor will be required as soon as the parent/guardian can obtain. Sudden changes to dietary requirement will be catered for and Footprints will make all necessary adjustments to the food provided to your child to ensure that we are complying with the dietary requirements and also requests made by parents.

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 which may be used for feedback, training or used as website content. We will only use the children that parent's/guardians have given their consent on our consent form.

15. FOOTPRINTS STAFF

No member of staff may be employed by customers of Footprints 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 of their employment with Footprints Day Nursery terminated and 10% of the first 6 months' salary.

16. FOOTPRINTS POLICIES AND PROCEDURES

A copy of the parental policies and procedures are available for all parents during their child's time at Footprints Day Nursery and will receive these with their welcome letter. A copy of Footprints full policies and procedures are also available if requested by a parent or guardian.

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