

### 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 the parents to be aware of, and abide by, the following conditions that govern Footprints Day Nursery.

Footprints Day Nursery does not tolerate any abusive, threatening or foul language by any person and will be taken very seriously. Such behavior may result in the termination of our nursery space allocated to you and this will be logged with the police.

### 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 funding. 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. There is a minimum booking of 4 sessions per week this may be spread over the week or set as two days, subject to availability. If you decide to leave the nursery within 8 weeks of starting, an additional £100 registration fee will be added.

If decided that the reserved sessions are no longer needed, 8 weeks written notice has to be given for a full refund of your deposit.

### 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 must be paid by Standing Order, Direct Debit, Online Transfer or childcare vouchers/ Gov tax fee scheme.

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

Please note our invoices will be emailed in advance for the payment of the coming month and will be sent out on the by the 26<sup>th</sup>, therefore allowing parents/guardians time to make payments and amendments to direct debits/childcare vouchers. Fees must be paid to reach us by the 1<sup>st</sup> day of each calendar month to which they relate, any fees received after the after the 1<sup>st</sup> will incur a late charge of £10.00 per day. Vouchers can take up to 3 days to clear. 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.

We do not reduce sessions 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.

If a price increase occurs, deposit uplifts will be applied to bring your deposit 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.

When you have given your 8 weeks written notice, please ensure that you notify your voucher company/employer to stop further payment as there is a

20% administration charge for any voucher that comes in after your end date has been given.

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

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 weeks' notice must be given for extra sessions, email confirmation will not be accepted, sessions 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 additional 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.

To change your sessions, you need to give at least three weeks' notice, if you have been billed for the month your change will commence from the 1<sup>st</sup> of the following month. In the event, you need to decrease the number of sessions from your contract, a fee of **£30.00** will be added to your invoice, however if you are increasing the days there will be no charge.

All absences from the nursery are recorded electronically. A holiday form must be filled out even if it is for one day.

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.

#### 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 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.

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.

#### 4B. RE-REGISTRATION /UNIFORM

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

Children from 2 years and above are required to wear nursery uniform. For further information and pricing please see 'Price List'.

#### 5. RETENTION OF DEPOSIT

The retention of the refundable deposit will decrease accordingly in the

event of parent/guardian wishing to cancel their reserved place(s) as follows: 100% of the deposit will be applied to your invoice if 8 weeks written notice is given.

50% of the deposit will be applied to your invoice if notice of 4 weeks is given.

No deposit will be reimbursed if less than 4 weeks' notice is given.

Any outstanding deposit amount will be refunded on the last day of the month in which you are leaving, if you are leaving on the 1<sup>st</sup> of the month then your deposit will be refunded on the last day of the same month, if you are leaving after the 23<sup>th</sup> of the month your deposit will be refunded on the last day 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.

### 6. LATE COLLECTION

Additional charges apply for late pickups or early drop offs these are listed on the current Price List.

Parents/guardians collecting children late from the nursery will be subject to a surcharge. 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 by 6:15pm and all numbers provided have been exhausted, staff are obliged to contact 'Children's Single Point Access' (CSPA). There will be an additional charge of £50 on top of your late charges if you are more than 45 minutes late, this is because two members of staff are to stay with the child/ren.

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 (CSPA) by 1.15pm. There will be an additional charge of £50 on top of your late charges if you are more than 45 minutes late. 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/ren day.

### 7. 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 may also result in the nursery placement being terminated. Continuous overdue invoices will result in placing a hold on your child's space.

We will always discuss any late payments with parents/guardians to resolve any situation, however failure of resolution will result in Footprints Day Nursery selling the outstanding debt to our Debt handling partner. Thereafter all responsibilities are relinquished to our Debt Management partner. An administration charge of £350 will be added to the outstanding debt including the fees for the debit collection agency. Deposits will be held by Footprints Day Nursery and used to cover some of the debt. In some cases, we will raise a CCJ. 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.

### 8. DISPUTE RESOLUTION- NEGOTIATION, MEDIATION & ARBITRATION

#### 8.1 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 & recognising our mutual interests, and attempt to reach a reasonable solution satisfactory to both parties. If this is not reached within a period of 40 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by Arbitration.

### 8.2 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.

### 8.3 ARBITRATION

The person selected by the claimant and 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.

### 9. 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.

Copies of the current Employer's Liability and Public Liability Insurance are displayed on the notice board at the nursery. Annual PAT testing is carried out, 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.

### 10. NEIGHBORHOOD FRIENDLY POLICY

Footprints Day Nursery **Ashford only** 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.

**There is strictly no parking in front of the Nursery gates as this is kept clear in case for emergency vehicles (Ashford only).**

### 11. SICKNESS

Footprints Day Nursery follows the Guidance for infection control in Schools and other childcare settings issued by the government for exclusion, this is shown in our policies and procedures. 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 via telephone if your child is absent from the nursery through sickness. Failure to notify the nursery by 10 will result in the nursery contacting yourselves. Failure to contact you by 3 hours of your child being in nursery will result in the nursery contacting CSPA.

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 or keeping your child on site. If your child has been prescribed medication, we ask you to administer this and wait 24 hours before bringing in your child in to nursery, in case of an allergic reaction.

Any pain medication given to a child within 24 hours of the start of their booked session, will not be allowed to attend as there may be an underlying issue, this is in line with our policies and procedures and the health organization and in order to protect and safeguard all persons on site.

Any sickness and absence periods can be over ridden by the Manager, as they have a duty of care towards all on site. For example, sickness exclusion period is 24 hours however may be extended all at the discretion of the nursery Manager.

### 12. DIETARY

We will work with parents/guardians to provide suitable food for children who have a special dietary requirements, 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 requirements or for religious purposes, this will be catered for and Footprints will make all necessary adjustments to the food provided to your child.

### 13. CHILD PROTECTION

Footprints Day Nursery is under obligation to report to OFSTED/CSPA any incident where we consider a child may have been abused or neglected, placed at harm or could be placed at harm. We will discuss any concerns with you however, this could be done without informing the

parent/guardian if it protects the child. Please refer to Safeguarding policy for more information.

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

### 14. 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 a sum equivalent to three months' salary for the employee at the time of their employment.

### 15. 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 via email when signing up. A copy of Footprints full policies and procedures are also available if requested by a parent or guardian.

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