Terms and Conditions

Acceptance of this agreement is implicit when you sign the Offer Letter and applies to all parties noted on the Registration Form and Welcome Pack, irrespective of whether the secondary parties have signed the form. The acceptance of your child at Bo-Peep Nursery is strictly subject to your acceptance of and adherence to the terms and conditions as set out below. You are advised to read them carefully. Should you have any questions, please contact the school office by telephone, email or in writing.

1. Registration

1.1 The acceptance of your child onto the Bo-Peep Nursery waiting list is strictly subject to (1) the required Registration Form being completed, signed and returned to the nursery (2) the full payment of the non-refundable Registration Administration Fee. The Nursery reserves the right to update/amend these terms and conditions at any time.

1.2 A one off, non-refundable Registration Administration fee of £95 is payable to register your child onto the school's waiting list.

2. Deposit

2.1 Confirmation of a place for new families is subject to receipt of a Deposit equivalent to one full month's fees, based on the contracted attendance pattern applicable at the child's start date.

2.2 The Deposit will be offset against the final month's invoice provided the required notice as defined in Clause 5 has been given and all sums due have been paid. The Deposit is non-refundable in the event that a place is withdrawn after acceptance and prior to the child's start date.

2.3 Existing families will retain their deposit arrangements as per the date of their respective child/children's enrolment.

3. Fee payments

3.1 All on-going fees are billed in advance on a monthly basis and required to be paid in full prior to the commencement of each calendar month. The corresponding invoice produced shall detail the required payment date; and in any case, payment is required in full (the nursery must be in receipt of cleared funds) at least one working day prior to the start date of each billing period. Responsibility for paying fees resides with the parents or legal guardians of the child, unless alternative arrangements have been agreed in writing with the Nursery in advance.

3.2 Reduction of your child's attendance (days/hours) requires four full months' written notice and is accommodated at the sole discretion of the Nursery.

3.3 In the event of any fees due not being paid by the Invoice due date (prior to the billing period start), Bo-Peep Nursery reserves the right to immediately curtail the supply of childcare services until the fees owed are paid in full. No fees for any period that the child is not permitted to attend (due to late payment) will be refunded and no lost hours will be retained in lieu.

3.4 The Nursery reserves the right to charge interest on late fees at the rate of 8% above the Bank of England base rate.

3.5 Fees will be reviewed annually, and any changes will be applied to the next Autumn term (starting September). Any changes to the fee rates will be notified to you at least one month in advance of any changes being implemented.

3.6 The nursery is currently not VAT registered and does not apply VAT to any of our fees. We will notify you if and when this changes.

3.7 We are unable to refund fees for absence due to illness, holidays taken or where the Nursery is forced to close due to circumstances beyond our control. See section 5 of this agreement. In extenuating circumstances listed below, the school may make one-off, non-contractual and non-binding exceptions regarding the refund of fees:

3.8.1 For extended periods of illness to the child (more than a month), the school may consider a refund of up to a maximum 25% of the fees incurred in the relevant period. provided the illness is substantiated with a doctor's note.

3.9 Some children are eligible to receive government funding to cover some or all of their Nursery fees. Where a child is eligible to receive such funding and at our sole discretion, the Nursery will endeavour to apply this in the form of a credit against fees due on a monthly basis, stretched over the entirety of a term to include its corresponding half term and holiday periods. For further information regarding how funded hours are calculated, please consult the Fee Sheet published here. Parents will remain liable for the full fees if their child is not eligible for this funding for whatever reason, or if funding cannot be applied to fees based on the nursery's policies. The Nursery reserves the right to make funding credit amendments based on the prevailing government policy at the time.

4. Minimum Attendance Policy (MAP)

4.1 It is the responsibility of parents and guardians to ensure that their child's attendance meets the Nursery's Minimum Attendance Policy ("MAP"), as published on the Nursery's website and updated from time to time.

4.2 The MAP sets out the minimum expected pattern of attendance for children at each stage of their journey through the Nursery. Attendance under the MAP follows a planned progression across the academic year (September to August) and reflects increasing attendance as children develop and prepare for the next stage of their education.

4.3 MAP progression is automatic and contractual and is not reset by a child's birthday. The applicable attendance pattern and corresponding monthly fee will increase at the relevant progression point unless otherwise agreed in writing by the Nursery.

4.4 Families who request attendance above the MAP minimum will be charged the applicable monthly fee determined in accordance with the Nursery's fee structure. The Nursery does not offer or publish individual sessional pricing.

4.5 Any reduction in attendance below the applicable MAP minimum constitutes a change to contracted attendance and requires not less than four (4) full months' written notice. Any such reduction is subject to the Nursery's discretion and availability.

4.6 By accepting a place at the Nursery, parents and guardians agree to adhere to the MAP as part of these Terms and Conditions.

5. Termination and Suspension of Childcare Services

5.1 You may end this agreement by giving at least four (4) full calendar months' written notice. No specific reason for ending the agreement needs to be given, although naturally we would wish to understand the reason for the termination.

5.2 We reserve the right to end this agreement with immediate effect if:

5.2.1 you have not paid the agreed fees

5.2.2 you have breached your obligations under this agreement and you have or cannot put right that breach within a reasonable period of being requested to do so

5.2.3 your behaviour, the behaviour of a named parent, guardian or other representative of you and your child, or your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children in the Nursery

5.2.4 financial, business or commercial reasons compel us to radically change the nature of the Nursery's operations, including but not limited to: permanent closure of the Nursery, change of childcare service, re-registration of child numbers and/or age groups.

Naturally, we will provide as much notice as possible given any of these events.

5.3 We may suspend the provision of childcare for any of the above reasons and in addition;

5.3.1 if your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Nursery. The suspension will continue whilst we try to resolve the problem in conjunction with the parent(s)/guardian(s)

5.3.2 forces beyond our control compel us to either close the Nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies, if instructed to do so by a duly authorised government body or agency, severe weather such as snow or ice which significantly impairs safe travel to and from the Nursery, industrial action affecting travel to and from the Nursery, an Ofsted investigation or any other reasonable incident not in our control. In the event that the Nursery is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential loss or liability sustained by parents / guardians due for example to loss of earnings or costs associated with alternative childcare. Depending on the nature of the closure we may be able to seek compensation through our insurance policies and every effort will be made to minimise the disruption to service and cost to parents or guardians.

6. Other

6.1 **Notification**: Parents must notify the school immediately in writing if any of the following events occur;

6.1.1 Your child suffers from a notifiable disease (please refer to our Policies & Procedures document)

6.1.2 Your child has a Special Educational Need or Disability

6.1.3 Your child suffers from allergies

6.1.4 The legal guardianship of your child changes

6.1.5 If the parent or guardian responsible for collecting your child from Nursery changes

6.1.6 Your child requires long term medication

6.1.7 Any special dietary requirements

6.2 **Personal Belongings**: Should any of your child's clothing be mislaid or go missing from the school, whilst we will endeavour to recover the item, we cannot be held responsible for its replacement. To reduce the incidence of loss, we request that all of your child's items and clothing are clearly labelled with their name.

6.3 **Child collection**: Parents must ensure prompt collection from school at the agreed time. Please refer to our Policies and Procedures Handbook. Tardiness will incur a penalty charge. If at the school's sole discretion a late pick up charge is waived on any occasion, this will not mean that a precedent has been set to waive any future penalties. The penalty charge is £10 for every 15 minutes, or part of, that you are late collecting your child after the end of their agreed session.

6.4 **Parent/s and Guardian/s Giving Consents**: Prior to the start of school, parents/guardians will be required to sign consent forms for the following;

6.4.1 Emergency and first aid treatment

6.4.2 Local outing consent (individual consent will be required for trips requiring transportation)

6.4.3 Use of photographs

6.4.4 Use of plasters

6.4.5 Use of sun cream

6.4.6 Administration of medicines

6.4.7 Collection of child/children

all of which are included within the Welcome Pack that will be provided for your information and to complete prior to your child's acceptance of a place.

6.5 **Trips and Events**

Pursuant to 6.4.2, the following process will apply for any planned trips or events where further fees are raised:

- Details of a proposed trip, including costs to parents, will be provided at least two weeks prior to the planned trip/event, along with a consent form, payment details and a deadline to respond with consent, and make payment for your child's cost if you consent to their inclusion on/in said trip or event
- The deadline will be at least one week after the details are provided, and therefore at least one week prior to the trip or event – this is to ensure adequate resourcing
- Any replies received after the deadline may not guarantee your child's inclusion, and may include a late addition surcharge to include your child – this allows for any premiums we might need to pay to allow for adequate resourcing
- Any withdrawals after the deadline are not automatically refundable, and any refunds will be at the nursery's discretion; any refund agreed to and provided should not be construed as a precedent for future trips or events

6.6 **Storage of scooters and bicycles**: Provision for the storage of a limited number of children's scooters and bicycles is available outside the school on the lower ground floor, and to the left of the window. Under no circumstances may a scooter or bicycle be left by the main door as this will hinder our fire exit in the event of an emergency. The school cannot accept any responsibility for any item left on the premises, and are left at the owner's risk.

6.7 **Policies and Procedures**

6.7.1 Parents/guardians agree to adhere to our current Policies and Procedures which include how the school covers and abides to the safeguarding of children, administration of medicines, sickness, emergencies, collection of

children, health and safety, settling in periods and partnerships with parents/guardians. A copy of this is displayed in a folder in the hallway, and electronic versions of all policies are available on the Parent Documents area of our online learning journal platform. Upon admission, parents/guardians are advised to read and sign to confirm agreement and acknowledgement of the policies, which are included in the Welcome Pack. Policies may be updated from time to time, as required by law or any authority. Parents will not be explicitly notified if and when a policy is changed, but all updated policies will be replaced in the databank with the effective dates clearly noted at the end of each document. .

6.7.2 A medical certificate will be required for your child when s/he returns to school after any notifiable disease (please refer to our Policies and Procedures Handbook for a list of these illnesses).

6.8 **Changes to Terms and Conditions**: We reserve the right to update/amend these terms and conditions at any time.

Name of First Parent/Guardian

Signed

Date

Name of Second Parent/Guardian

Signed

Date