



## TERMS & CONDITIONS

The attached Terms and Conditions govern the basis on which we agree to provide childcare services to you. Please read them carefully.

<b>CHILD NAME</b>	
<b>SESSIONS/DAYS REQUESTED</b> (Minimum 2 sessions per week)	
<b>FEES</b>	<b>£60/day, £34/half day, and £270/full week*</b>  <i>*Fees correct at January 2024. Please note fees may change on giving 1-month notice. Contact us to confirm current fees.</i>
<b>LATE COLLECTION FEE</b>	<b>£5 for first 5 minutes then £1/minute</b> that you are late in collecting the Child
<b>NOTICE PERIOD</b>	<b>1 month</b> written notice to terminate place or reduce sessions

### AGREEMENT FOR PAYMENT OF FEES

I AGREE TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS AND AGREE TO BE RESPONSIBLE FOR PAYMENT OF NURSERY FEES AS INVOICED ON THE DAY THEY FALL DUE

Name.....

Address.....

Signed.....

Date.....



# Terms & Conditions

Parker Street Day care Limited is a company registered in England and Wales under Company Number 10316585 with its registered office at 50 Parker Street, Birmingham, B16 9AG. Yellow Penguin Day Nursery (the “Nursery”) is the trading name of Parker Street Day care Limited.

The following terms and conditions constitute your agreement with the Nursery regarding the provision of childcare for your child.

## 1. Reserving Your Child’s Place

To request a place for your child you must return a completed registration form. We will then contact you to confirm availability. You will need to pay the non-refundable registration fee and sign these Terms to reserve your child’s place. You will also need to make payment for the first month’s fees.

## 2. Your Child’s Health and Care Requirements

Prior to your child starting, you agree to provide in writing:

- Completed Registration Form with all health and allergy/dietary details.
- Contact details for you and at least 2 other emergency contacts.
- A copy of any Court Order/signed custodial agreement, or details of any social services involved in care arrangements for your child (if applicable)

It is your responsibility to notify the Nursery of any change or additions to this information on an on-going basis.

## 3. Injury, Illness & Medication

- If your child becomes ill or is injured in our care we may administer first aid, arrange for your child to obtain medical assistance, or require an early collection. We will contact the parent/carer or the emergency contact in the event of illness or injuries unless they are deemed relatively minor.
- We reserve the right to call an ambulance in an emergency and escort your child to hospital. However, we will always attempt to contact you or emergency contacts before doing so.
- Children cannot attend Nursery if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free or cleared to return to Nursery by a doctor. We reserve the right to refuse admission or require early collection if a child is unwell – this is at the Manager’s discretion.
- Any child who has been sent home from the nursery because of ill health will not be re-admitted for at least 24 hours unless otherwise agreed with management prior to attending. If a child is prescribed antibiotics they will not be allowed to return to the nursery for 48 hours.
- Parents/carers are required to notify the nursery manager if your child is absent from the nursery through sickness.
- Full details are set out in our **Sickness and Illness Policy**
- The nursery cannot administer any medicine to a child unless prescribed by a doctor or in the case of an emergency and only if written consent by the parent has been given. Should the child be on prescribed medication, it is the responsibility of the parent or carer to notify the manager or key worker and to sign the necessary form of consent. In addition, the Nursery may give to your child certain types of non-medically prescribed medication, such as to reduce your child’s temperature/allergic reaction, as the Nursery deems appropriate. Your child’s attendance at Nursery whilst on medication will be at our sole discretion. See our **Sickness / Medication Policies** for full details.
- It is your responsibility to inform the nursery if your child is not vaccinated in accordance with their age. If it is considered necessary, information regarding children vaccinated in nursery may be shared with other parents, however, individual names will not be given.



- We may apply sunscreen to your child before going outside. If you wish to supply your own sunscreen, it must not contain any allergens which may cause risk to other children. You may request in writing for the Nursery not to apply sunscreen, however, your child may not go outside in sunny weather without some form of sun protection such as long sleeve clothing, sun hat etc.

#### 4. Opening Hours and Collection

- The Nursery is open Monday to Friday each week and is closed for public holidays, over Christmas, and may be closed on other designated days. To find out the Nursery's opening hours and closed days, check the Nursery's notice board or ask the Nursery for the schedule.
- Only you or authorised contacts who are over 18 years old can collect your child from Nursery. If your child remains in Nursery after the specified closing time and the Nursery has not been able to reach you or an authorised contact to agree your child's collection, we will call Social Services and/or other government bodies as the Nursery deems appropriate.
- It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf. If the person collecting your child is not usually responsible for collecting them, we will require proof of identity and your password. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.
- If you are Late collecting your child then a Late fee of **£5 for first 5 minutes then £1/minute**

#### 5. Fees

- All fees are based on a weekly fee and charged monthly in advance and must be paid by the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form. You may pay Fees by cash, BACS, or direct debit.
- Fees will not be refunded or waived for absence through sickness, holidays, bank holidays, COVID-19 isolation or any other reason.
- The Nursery will not refund any Fees or be in breach of this Agreement or otherwise liable to you due to any event outside its reasonable control. Such events include without limitation 'acts of God', fire, industrial action, infectious diseases, epidemics, extreme weather, unforeseeable repairs or any failure of public or utility services. In the event the Nursery applies any discretionary discount to Nursery fees, this discount will be solely as a gesture of goodwill and will not constitute any variation of this Agreement.
- Fees are available on the **Nursery Fee sheet**. We may amend them by providing 1-month advance notice.
- We reserve the right to terminate or suspend your child's place with immediate effect, if you do not pay the Fees by the Due Date or you have any outstanding Nursery fees.
- The Nursery shall be entitled to charge interest (4% above the Bank of England base rate) along with an administration fee of £20 on any late Nursery fees. We may also charge for all other associated costs related to non-payment or recovery of any Nursery fees including legal and debt recovery agent costs.

#### 6. Free nursery education (EEE)

- If you are eligible and wish to take up your local authority-funded (15 or 30 hours) nursery education, you are required to complete and sign a **Parental Declaration** on a termly basis.
- If you are eligible for working parents or disadvantaged funding, free 30 hours, EYPP, or Free School Meals it is your responsibility to confirm your eligibility and provide us with the relevant code and supporting evidence by the relevant deadline.
- We will notify parents of what funded sessions are available pursuant to our funded session model. Charges will not be made in respect of the funded sessions we allocate, but we are entitled to charge for any additional hours and to make a reasonable charge for meals, sundries, or additional activities provided during any free sessions. Meals and sundries fees are charged at a daily rate pursuant to Fee Sheet.
- Government funding is only available for 38 weeks of the year (term time), however, we do not normally accept bookings for term time only. Our booking period is for 51 weeks of the year (note that we are closed



bank holidays and between Christmas and New Year). Therefore, you will be liable for any additional sessions in your booking pattern at normal fees outside of the funded model for 51 weeks of the year.

## 7. Additional Care and Change of Sessions

- Subject to availability and the Nursery's minimum session requirement (2 full days or 3 half days per week minimum), you may increase or decrease your child's booking pattern provided you give at least one calendar month's advance written notice.
- We are unable to accommodate swapping your child's booked sessions from one day to another. If available, you may book additional care outside of your child's normal booking pattern (Additional Care).

## 8. Termination & Suspension

- Each party must provide a minimum of 1 calendar month's written notice to terminate your child's place.
- We may suspend or terminate your child's place immediately and without notice if you breach this Agreement, behave unacceptably, have outstanding Fees owed, or if we at our sole discretion consider termination of your child's place to be in the best interests of the Nursery and/or the welfare of your child, other children at the Nursery or staff.

## 9. Safeguarding & Welfare of Children

- We will do all that is reasonable to safeguard and promote your child's welfare.
- It is understood that the Nursery has an obligation to report to the relevant authorities where we consider there may be safeguarding concerns. If necessary, this may be done without informing the parent/carer.
- Parents give their consent to such physical contact as may accord with good practice, and be appropriate for providing comfort, or to maintain safety, or in connection with the child's health and welfare. As regards behaviour management techniques and sanctions, please refer to the nursery's **Promoting Positive Behaviour Policy**. Copy available in reception.
- Any information given by a parent regarding their child will be treated with the utmost confidentiality, except in cases where disclosure is deemed necessary e.g., if we have safeguarding concerns over a child.
- The divulging of confidential information relating to the nursery, its employees or customers to any third party is considered a breach of confidence and as such could lead to cancellation of a nursery place.
- Parents must provide spare sets of clothes for their child, as well as disposable nappies and creams if your child is not potty trained.
- Parents should provide sealed formula milk for bottle feeding babies.

## 10. Food & Dietary requirements

- We will work with you as far as practical to provide suitable food for your child if they have a special dietary requirement or any medically-diagnosed allergies.
- Menus will be displayed for inspection with allergen information.
- Due to concerns over allergies children are not allowed to eat packed lunches unless approved in advance by management.
- We aim to keep the facility **NUT FREE**. Parents are requested not to send food or empty food packaging into the facility. Parents are also requested not to use creams, sun creams, oils etc on their child that may contain nut oil, e.g., arachis, as this may have severe consequences to another child.

## 11. Complaints & Concerns

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery Manager or Director. Please refer to our **Complaints & Compliments Policy** for full details.



## 12. Data Protection

- We process personal data including but not limited to sensitive data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records (**Personal Data**).
- We process Personal Data for the following purposes: (1) ensure a safe, healthy and successful environment for your child; (2) administer first aid/medical care when necessary; (3) comply with government regulations and Nursery policies and procedures; (4) aid in the administration of services; (5) staff training and development.
- We may share Personal Data under the following circumstances: (1) if you receive government funding the Nursery will share Personal Data with the funding provider; (2) if you receive childcare as an employee or student benefit, the Nursery may share information with your employer/education provider; (3) with any other setting your child attends or may attend; (4) third party processors that are subject to confidential non-disclosure agreements; (5) as required by Court Order, law or regulation; and (6) if the Nursery suspects child abuse and/or neglect, it will report these concerns to the relevant authorities in accordance with its policies and procedures and regulatory requirements.
- All records are stored in a locked office or a secure online database that only management and staff under supervision have access to. For full details see our **GDPR Privacy Notice** available in reception.

## 13. General

- We shall not be liable for any loss or damage to any toys, equipment, bags, clothing or personal items you may bring into our nursery; OR Loss of any profits, or consequential loss; or any other indirect loss.
- Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- The Nursery may unilaterally change any provision of this Agreement without notice to you where such change arises from regulatory or legislative requirements. For any other changes to this Agreement the Nursery will provide you with one month's advance notice.
- These Terms, together with the Registration Form as amended from time to time represent the entire agreement between you and the Nursery. All **Nursery Policies** referred to are available in reception or on our website upon request.
- This Agreement will be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.