



TERMS AND CONDITIONS

These Terms and Conditions apply to the contract between Early Beginnings Nurseries Ltd t/a Bear's House Nursery (the nursery) and the parent/guardian.

1. AGE

The nursery is open to children between 3 months and 5 years of age (subject to availability, children up to 8 years of age may be accommodated during school holidays).

2. HOURS OF OPENING

The nursery is open all year round except for bank holidays and the working days in between Christmas Day and New Year's Day.

The nursery's standard hours of opening are from 7.30am to 6pm.

In the case that a parent/guardian fails to collect their child at the end of the agreed session (whether the nursery closing time or earlier), the nursery reserves the right to charge a late collection fee equivalent to £25.00 per 15 minutes.

3. REGISTRATION

A place at NURSERY will be considered booked once all of the following have been satisfied:

- i. A registration form is completed
- ii. A copy of the nursery's 'terms and conditions' have been agreed by the lead parent
- iii. A non-refundable registration fee of £50.00 has been paid (*in the case of a 'funded only' place, a refundable deposit of £50.00 applies, which is returned following the child's starting at nursery*)
- iv. A deposit of £400 has been paid, which will appear as a credit on your first month's invoice.

4. ALTERATION/TERMINATION/CANCELLATION

Before the child starts:

Once a place at the nursery has been booked, if at any time before the child starts at the nursery the parent/guardian wishes to:

- Reduce the number of sessions booked then a minimum of two months' written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions for the first month of the child's attendance at the nursery.
- Defer the child's start date then a minimum of two months' written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions between the original start date and the deferred start date. A child's start date can only be deferred once. The maximum amount of time by which the child's start date can be deferred is three months.

- Cancel the child's place then a minimum of two months' written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions for the first month the child would have attended nursery.

5. PAYMENT OF FEES

Fees will be charged at the level shown in the current price list, a copy of which may be obtained from the nursery manager. Nursery fees are subject to an annual review in September (*or at such other time as the company deems necessary on giving one month's written notice to the parent/guardian*)

Fee invoices will be sent via email on or around the 20th day of the previous month. Fees are payable monthly in advance, based on the child's booked sessions at the nursery.

Payments may be made by BACs (please use your child's full name as a reference), Childcare Vouchers, Tax-Free Childcare, Workplace Nursery Schemes, Direct Debit or via the Family app.

Appropriate deductions will be made for any days the nursery is due to be closed. Fees are not charged on Bank Holidays and the working days between Christmas and the New Year.

Full payment of fees is required even if the child is absent from nursery due to illness, personal holiday or other reason.

Should the nursery be forced to close due to adverse weather, force majeure or events beyond the management's control, no refund of fees will be made.

Where a child attending the nursery already has a sibling at the nursery, a "sibling discount" will take effect. The 10% sibling discount will be applied to the eldest child's invoice.

A 10% discount is also available to full time places. Only one discount per child may be claimed.

Any extra sessions requested by the parent and booked with the nursery will be charged for in the following month's invoice. Once extra sessions have been booked, 24hrs notice of cancellation is required, otherwise the extra session will be charged for.

Changes to the nursery sessions attended by a child must be requested providing at least one month's notice.

Booked sessions cannot under normal circumstances be swapped or exchanged for other sessions during the week.

Payment is to be made no later than the 10th day of the month.

If the fee payment is late or rejected the nursery will apply a late payment penalty of 10%

Should payment in full not be made within a further 7 days, the nursery reserves the right to terminate the child's place, or in cases where Early Year's funding is received, restrict attendance to 'funded hours'.

The Nursery is also entitled to recover all fees and charges, including those of third parties (such as but not limited to) debt collection companies, incurred in recovering payment from the parent/guardian where any payment due to the nursery is late.

6. ALTERATION/TERMINATION OF CONTRACT

After the child starts:

Once the child has started at the nursery, if the parent /guardian wishes to:

- Reduce the number of sessions booked then a minimum of one month's written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will remain liable to pay for the cancelled sessions for the next month.
- Withdraw the child from the nursery then a minimum of one month's written notice must be given to the nursery manager. If one month's notice is not given, the parent/guardian will be liable to pay one complete month's fees, starting with the date on which notice was actually given, or the date of withdrawal, whichever is the earlier.

7. NON-SOLICITATION OF STAFF

Any parent/guardian of a child attending the nursery agrees that for the duration of the child's attendance at nursery, and for the period of six months following its termination (however terminated), he or she will not seek to employ, entice away or attempt to entice away any person or persons employed by the nursery at the time of termination of the child's attendance, or who was employed at the nursery or any nursery in the group in the six months preceding the termination.

If any parent/guardian does employ, entice away or attempt to entice away any person as referred to above then he/she shall indemnify the nursery in respect of all costs incurred by the nursery as a result of the breach. A minimum fee of £2,000 will be payable to the nursery by the parent/guardian on account of these costs.

8. PRIVATE CHILDCARE ARRANGEMENTS

Any parents who make private arrangements with any of the nursery employees for babysitting duties must understand and accept the nursery cannot accept responsibility for any incidents before the child has been signed in or after the child has been signed out, whether on or off the premises.

This also applies to all babysitting arrangements made outside nursery hours. i.e. evenings or weekends.

9. SICKNESS

The nursery reserves the right to refuse admission to any child, who in the opinion of the nursery manager is too unwell to attend.

If a child is taken ill whilst at the nursery every effort will be made to contact the parent/guardian on the emergency contact numbers provided. Notification of any changes to these numbers should therefore be made to the nursery manager in writing immediately.

The nursery reserves the right to seek medical attention for a child in an emergency.

Any child suffering from, or suspected to be suffering from a communicable illness, should be kept at home until the nursery manager is satisfied that the child is fit to return to nursery in line with the 'infectious illness' policy. Any child attending the nursery should be well enough to play outside and take part in group activities. If not, he or she should be kept at home.

10. PERSONAL SAFETY AND SECURITY

The nursery cannot accept responsibility for accidents and/or injury to any child before the child has been signed in or after the child has been signed out, whether on or off the premises.

In the interests of safety and security parents/guardians must not allow unauthorised people to enter the nursery (including other parents/guardians), must close and lock gates/doors behind them and only allow authorised people to drop off and collect their children.

11. PERSONAL PROPERTY AND VALUABLES

The Company cannot accept responsibility for the damage or loss to any personal property (e.g. clothes or toys) brought into the nursery. It is therefore advised that valuable items are not brought into nursery.

All clothing should be marked with the name of the child.

12. CHILD DETAILS

The information supplied in the Family app must be accurate and the Nursery is entitled to rely on this information. The parent/guardian is responsible for notifying the Nursery immediately of any changes to this information.

13. RESPECT TO EMPLOYEES

The Nursery recognises the right for staff and parents to be able to conduct their business in a safe and non-threatening environment. Our aim is to protect staff in the nursery premises and to this end no unacceptable behaviour will be tolerated.

14. POLICIES AND PROCEDURES

A copy of the nursery's relevant policies and procedures is available for parents/guardians to read at the nursery. This also contains details of the complaints/disputes procedure.

15. ACCEPTANCE

The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect.

The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same.