

Terms and Conditions

To enable Treetops Nursery hereinafter to provide and maintain the highest quality standards of childcare, it is necessary for all parents/guardians to understand and agree to the following Terms and Conditions. These Terms and Conditions relate to the contract between the company and the parents/guardians.

1. Application, deposit and registration fee

- 1.1 The non-refundable registration fee of £75 should be paid on the acceptance of the offer of the place at Treetops Day Nursery; this will not be returned if the child does not start at the nursery. The deposit of one month's fees should be paid before your child's start date. The deposit will be refunded if the child does not start at the nursery. It will not be refunded unless a full month's notice is given of the child leaving the nursery. This does not apply to funded only hours. The notice period is 4 weeks.
- 1.2 The Nursery will be closed on all bank holidays and for the period between Christmas and New Year (normal charges still apply). Fees are paid monthly in advance these does not apply to funded only hours.

2. Payment of nursery fees

- 2.1 Payment of nursery fees will be made by the parent/guardian on a monthly basis in advance by direct debit/Standing Order (or other agreed means of payment) on the first working day of the month.
- 2.2 If the payment is late or rejected Treetops Nursery reserves the right to charge a £10 fee for every day that the fees are more than 7 days late.
- 2.3 All nursery fees are subject to an annual review; however Treetops Nursery reserves the right to increase these at other times.
- 2.4 Full payment of fees is required even if the child is temporarily absent from the nursery for any reason, including illness and holidays/bank holidays.
- 2.5 A discount is offered to siblings of children already at the setting. When a second child joins the setting, they will receive a 5% discount on their fees not for funded hours.
- 2.6 If parent/guardian wishes to permanently change the nursery sessions that their child attends they must request this in writing to the nursery manager. If the request is to reduce the number of sessions one calendar month written notice is required. Failure to provide notice will render the parent/guardian liable for one calendar month fees for the cancelled sessions. All other requests will be accommodated as and when the availability arises and will be charged from that date.
- 2.7 If extra one-off sessions are booked with the nursery these will be invoiced for in the following month.
- 2.8 If we close or take the decision to close due to events or circumstances beyond our control such as extreme weather conditions or exceptional events, the normal fee will continue to be payable in full. We will be under no obligation to provide alternative childcare to you.

We are unable to waive fees for absences due to holiday, sickness or in the instance of an emergency closure of the nurseries due to adverse weather or exceptional circumstances.

3. Cancellation/termination of contract

- 3.1 After acceptance of the offer the child's start date may only be deferred by the parent/guardian by a maximum of one month. Request to defer the child's start date should be put in writing to the Nursery Manager.
- .2 In the event of the parent/guardian failing to pay all fees we reserve the right to exclude the child from nursery and the nursery shall be entitled to serve a formal demand for payment of such monies. This does not apply to funded children (FE) unless the child takes extra hours apart from those offered by the government.
- .3 Should a parent/carer wish to terminate the contract, 4 weeks' notice must be given in writing, to the Nursery Manager. Failure to do so will result in the deposit being lost. All funded children entitled to funding must also give 4 weeks' notice otherwise 4 weeks funding will be held by the nursey to cover for the 4 weeks' notice.

4. The management and staff of the nursery are committed to working in close and supportive partnership with parents and carers to ensure a safe, respectful and inclusive environment for all children, staff and visitors.

- Where a child's behaviour is giving significant cause for concern, we will work proactively with parents to prevent the following instances from occurring within the setting:
- 1. Persistent Aggressive Behaviour Towards Peers: Where a child continually demonstrates aggressive behaviour towards other children, including but not limited to hitting, biting, kicking, pushing, pulling hair, or other forms of physical aggression that impact on the safety and wellbeing of others.
- 2. Use of Inappropriate Language: Where a child continually uses inappropriate or offensive language, including swearing, profanity or vulgar language that is not appropriate for the early years environment.
- 3. Use of Discriminatory or Inappropriate Remarks: Where a child continually makes inappropriate, discriminatory or offensive remarks, including but not limited to comments of a racist, sexist, homophobic, or otherwise discriminatory nature that are prejudicial to others.
- 4. Risk of Harm to Others: Where a child's actions or behaviour indicate that they are likely to cause physical or emotional harm to other children within the setting and therefore require immediate intervention and a consistent support plan.
- In such circumstances, the nursery will implement a staged and supportive approach. This will include confidential discussions with parents/carers, detailed observations and ABC (Antecedent, Behaviour, Consequence) monitoring, an individual behaviour support plan and

risk assessment, and where necessary, seeking advice and support from external professionals such as the Area SENCo, Early Years Inclusion Team, Health Visiting Team and other relevant agencies, with parental consent. Our aim is always to support the child to develop positive behaviour and to work together with the family to avoid any exclusion.

Nursery staff will already have discussed their concerns with you and worked with you over a period of time to address your child's behaviour. Nursery staff would have used a variety of different strategies and with parental permission sought support from outside agencies I.E the local authority.

4. Hours of opening

- 5.1 The nursery is open 51 weeks a year excluding bank holidays. Please note that our standard charge applies for bank holidays.
- 5.2 The hours of opening are from 7:30-18:00. It is important that all children are collected by the given closing time of the nursery as any delays will require staff over time and will result in higher costs and therefore fees. We charge £10 for every 15 minutes that a parent/guardian is late for their agreed collection time.

5. Sickness

- 5.1 To ensure the welfare of all children and staff Treetops Nursery reserves the right to refuse admission of any child, who in the opinion of the manager/deputy manager is too unwell to attend.
- 5.2 If a child is taken ill while 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 in writing to the nursery manager immediately.
- 5.3 Treetops Nursery reserves the right to seek medical attention for a child in an emergency. If a child is suffering from, or is suspected to be suffering from a communicable illness, the child should remain at home until a doctor has certified that the child is fit to return to nursery.

Personal safety and security

6.1 Whilst every reasonable care is taken to ensure the safety and security of children whilst on the premises, the nursery, its owners, staff and management cannot accept liability or responsibility for any accident, injury or loss occurring before the child is formally handed over and signed into the care of the nursery, or after the child has been signed out and handed back into the care of the parent/carer upon leaving the premises." Any injuries from home will sign an existing injury form on arrival.

6.2 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 children.

7 Personal property and valuables

7.1 The Nursery 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 the nursery. We also discourage children from bringing in toys unless it is specifically for show and tell.

8 Policies and procedures

8.1 A copy of our policies and procedures is available for parents/guardians to read at the nursery. This also contains details of the complaint's/disputes procedure. Any parent/guardian can at any time ask the nursery manager for copies of any policies.

9. Nursery and Staff Reputation

9.1 We understand that isolated events can and do happen that can cause upset. We ask all parents, guardians and their family/friends to please approach us before voicing their concerns publicly. We have a complaints procedure in place to work with you to find a resolution.

Defamation of the Nursery or staff is taken seriously. Whilst there is no statutory definition of defamation these can include:

- A statement or publication which refer to the Nursery or staff.
- A claim within this which has caused or is likely to cause serious harm to the the Nursery or staff reputation.

The two different types of defamation also include spoken defamation (slander) and written defamation (libel).

Social Media is a real concern with any business. With the option to "like", "share" and "retweet" social media content, false or intentionally misleading accusations have the potential to reach a wide audience of people and damage the reputations of individuals and businesses substantially.

In fact, fake news has been proven to spread both more rapidly and extensively on social media networks than truthful news. What's more, defamatory comments also have the potential to cause detrimental financial repercussions and serious mental anguish.

Acceptance

- 9.1 The above terms and conditions are considered to be fair and reasonable.
- 9.2 By signing the Enquiry Form, you agree to the Nursery Terms and conditions.

Signed:	Print:	Date:
Staff Signed :	Print:	Date: