

## Little Elms Montessori Nursery terms and conditions

The document and the terms and conditions within it govern the basis on which Little Elms Montessori Nursery (referred to here as 'we' / 'our' / 'us') agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you').

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. We will ask to see your child's birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child as part of our registration process.

### 1.0 Our obligation to you

- 1.1 When we have received your enrolment, registration fee and refundable deposit payment we will be required to hold the place for your child. The monetary value of the deposit will be published as part of our schedule of fees which can be obtained on request. The refundable deposit will be taken off the amount of the final invoice at the end of your child's attendance.
- 1.2 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn.
- 1.3 Once you have confirmed the place we will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.4 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare. A terms notice is required but if there is availability earlier we will try and accommodate.
- 1.5 We will notify you as soon as possible of any days we will be closed, the term dates are available on our website and in the starter packs.
- 1.6 We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.
- 1.7 We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required. We have an open door policy so you may discuss any concerns at any time.

**Due to the Coronavirus pandemic we have had to suspend our open door policy until further notice. Please refer to our Coronavirus (COVID-19) Policy section 4. Wellbeing and section 5. Visitors.**

- 1.8 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services we provide for your child.
- 1.9 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS/Montessori in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time.

**During the Coronavirus (Covid-19) pandemic where there is any conflict between any other current policies and the Coronavirus (Covid-19) policy, the Coronavirus (Covid-19) Policy will supersede such policy until further notice.**

- 1.10 We will maintain appropriate insurance to cover our childcare activities.
- 1.11 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available for the days or sessions you have requested.

## **2.0 Your obligation to us**

- 2.1 You will need to complete and return our *Enrolment Form* to us before your child can start with us.
- 2.2 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.3 The *Enrolment Form* includes information regarding your child(s) medical needs.
- 2.4 *Starter Pack* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.5 *Any medication required for children will need an individual health care plan in place and further documentation signed. This needs to be discussed with the manager.*
- 2.6 You will read and abide by our policies and procedures.
- 2.7 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.8 You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.

### **Please refer to our Coronavirus (COVID-19) Policy section 2. Attendance.**

- 2.9 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require proof of identity and password. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you. **Please refer to our Coronavirus (COVID-19) Policy section 2.1 Drop-off and collection of children.**
- 2.10 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible. A late payment charge will be applied; please refer to the current fee schedule for details.
- 2.11 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.12 You will provide us with at least one Term's notice of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Agreement). If insufficient notice is given you will be responsible for the full fees for your child for one term from the date of notice. If you are ending this Agreement, notice must be given in writing.
- 2.13 You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

## **3.0 Payment of fees**

- 3.1 Our fees are based on a Termly fee that shall be notified to you in advance of your child starting ('Termly Fee'). We may review these fees at any time but shall inform you of the revised amount at least one Term before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us one term's notice, by giving us notice in writing.
- 3.2 Fees must be paid on termly basis, in advance. If there are special arrangements for example childcare vouchers please discuss with the manager.
- 3.3 All payments made under the Agreement should be by direct debit, cash or cheque. All payment, regardless of method, shall be made by you termly, in advance on the last day of the previous term. If payment is made by cash, it is your responsibility to obtain a receipt as proof of payment. Late payments incur a late payment fee of £50. In addition, daily interest will be charged on all outstanding amounts at the rate of [3%] above the Bank of England base rate.
- 3.4 If the payment of fees referred to in 3.3 is outstanding for more than 14 days then we may terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this contract the child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.
- 3.5 A final invoice will be issued reflecting the fees chargeable for the remaining period that your child attends - together with any previously invoiced amounts which remain outstanding.
- 3.6 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will raise the applicable charges under a separate invoice for payment.
- 3.7 No refund will be given for periods where the place is unfulfilled due to illness or holidays. We are closed on bank holidays and for inset/training days to support our continuing professional development for the benefit of children and families; no refund is given for this closure as this has already been taken into account when calculating your child's fees. We accept no liability for any costs which you incur if we are unable to provide childcare for any reason.
- 3.8 In the event of late collection of your child, we reserve the right to charge for each additional 15 minutes, or part thereof, on a pro-rata basis. See our *Late collection policy* for further information.
- 3.9 Delaying your child's space will need to be discussed with the manager, and a retainer fee of half a terms fees will need to be paid in advance to hold your child's space. One Terms written notice is required, or the sessions requested may not be available. You will lose your deposit if you defer your child's space for more than a term. You will then need to re-enrol with a new application, deposit and registration fee and be placed on our waiting list, if you wish to start later than one term after the original start date.
- 3.10 You will provide us with at least one Term's notice of your intention not to start at Little Elms. If you no longer require a space and have not informed us with adequate notice, the deposit will not be refunded.

#### **4.0 Suspension of a child**

- 4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.
- 4.2 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice, which will take effect on receipt of the notice.

- 4.3 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.

## **5.0 Termination of the Agreement**

- 5.1 You may end this Agreement at any time, giving us at least one Term's written notice by email or post, we will acknowledge this request via email.
- 5.2 We may immediately end this Agreement if:
- 5.2.1 You have failed to pay your fees;
  - 5.2.2 You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;
  - 5.2.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff;
  - 5.2.4 If we take the decision to close the nursery. We will give you as much notice as possible in the event of such a decision.
- 5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end this Agreement.

## **6.0 General**

- 6.1 If we have to close or we take the decision to close due to events or circumstances beyond our control, including but not limited to extreme weather conditions, healthcare pandemic or government advice, the Hourly Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you or any refund of fees paid during closure period. We will not carry over any credit once we have re-opened.
- 6.2 If you have any concerns regarding the services we provide, please discuss them with your child's Classroom leader. If these concerns are not resolved to your satisfaction, please contact the manager. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.
- 6.3 From time to time we will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They may be stored on our computer whilst your child is with us. The photographs are used for display, for your child's learning journals and records within the setting. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use, as indicated on our *starter pack*.
- 6.4 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our setting, or to ask you to collect your child if they become unwell whilst in our care, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.

**Please refer to our Coronavirus (COVID-19) Policy section 2. Attendance and section 7. Responding to a person displaying symptoms of COVID-19.**

6.5 Whilst food and drink is provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. It is our usual practice to provide vegetarian snack. Every effort is made to follow recommended food preparation guidance and to ensure that all staff involved in the preparation and serving of food are suitably trained in the preparation and serving of food.

**Due to the current coronavirus (COVID-19) pandemic we have suspended the preparation of food at nursery to minimise the risk of contamination. Please refer to our Coronavirus (COVID-19) Policy section 3.2 Mealtimes.**

6.6 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the GDPR *Policy*. We will always seek your consent where we need to share information about your child with a specific professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

## **7.0 This Agreement**

7.1 We reserve the right to vary the terms and conditions contained in this Agreement

7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.

**During the Coronavirus (Covid-19) pandemic where there is any conflict between any other current policies and the Coronavirus (Covid-19) policy, the Coronavirus (Covid-19) Policy will supersede such policy until further notice.**

7.3 Acceptance of a place and signing of the enrolment form will be deemed as acceptance by you of these terms and conditions.