

Ashworth View/ Heaton Park View - TERMS AND CONDITIONS

These terms and conditions govern the basis on which we agree to provide childcare services to you.

1. OBLIGATIONS ON ASHWORTH VIEW/ HEATON PARK VIEW NURSERY

1.1 We will:

- 1.1.1 Inform you as soon as possible whether your application for a nursery place has been successful. You must confirm within one week of receiving notification that you still wish to take up the nursery place. If you do not the place may be withdrawn. Your child's place will be secured upon payment of a non-refundable deposit;
- 1.1.2 Provide the agreed childcare facilities for your child at the agreed time (subject to any days when your child's nursery is closed);
- 1.1.3 Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery;
- 1.1.4 Provide you with regular verbal updates as to your child's progress on request by termly appointment.
- 1.1.5 Ensure all staff will be informed of sensitive issues concerning the child on a 'need-to-know' basis;

2 OBLIGATIONS ON YOU

2.1 You will:

- 2.1.1 Ensure that we are fully aware of your child's full dietary, medical, health, allergy or any special needs your child may have on registration, including who has parental responsibility;
- 2.1.2 Adhere to the sickness policy the Nursery abides by, being the HPA Guidelines, copies available within the Nursery for review;
- 2.1.3 Immediately inform us of any changes to your contact details;
- 2.1.4 Immediately advise in writing any changes in family circumstances/ situations, Court Orders or situation of risk in relation to the child for which any special precautions may be needed;
- 2.1.5 Keep us informed as to the identity of the person who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them we will require advanced warning and the name of the intended person, who will need to attend with proof of identity and password. If we are not reasonably satisfied that an individual is allowed to collect your child, as per the information stipulated on the registration form, we will not release your child into their care;
- 2.1.6 Immediately inform us if you are unable to collect your child from nursery by the official collection time;
- 2.1.7 Inform us as far in advance as possible of any dates on which your child will not be attending the nursery;
- 2.1.8 Provide us with at least 1 months' notice of your intention to decrease the number of hours your child spends at the nursery or to withdraw your child from our nursery and end this Agreement. If insufficient notice is given you will be responsible for the full fees for your child for 1 month from the date of any change as if their hours had not decreased.

3 PAYMENT

- 3.1 To book a place, a non-refundable deposit of one week's care will be required. The deposit will be offset from your first month's fees, if your child for any reason does not take up their place at the nursery the deposit is non-refundable. Our fees are based monthly, and shall be notified to you in advance of your child starting at the nursery. We may review the fees at any time, and shall inform you of any revision made at least 1 month in advance. If you do not wish to pay the revised fee, you may end this Agreement by giving us 1 month's written notice.
- 3.2 Fees must be paid on a monthly basis, in advance, on the 1st of every month. Payment must be received and cleared by this date.
- 3.3 Fees are the responsibility of the parent /carer who has signed the registration contract.
- 3.4 Fees can be paid by direct debit or childcare vouchers. We also accept cash and cheques but it is your responsibility to obtain a receipt from the Nursery Manager as proof of payment and to agree and organise payment by this means.

- 3.5 Fees will be payable in full for all periods of your child's absences, holidays, sickness or upon termination of contract by the Nursery. No charges will be made during one week over the Christmas period. Please refer to the Nursery for details of closure dates.
- 3.6 If payment is not received and cleared by 1st day of the month this is deemed as late payment.
- 3.7 Late payment of your child's nursery fees, unless otherwise agreed with the Nursery Manager, will incur a £50 charge owing on top of your monthly payment. This fee must be paid within 4 weeks.
- 3.8 We may suspend the provision of childcare to your child as set out within this Agreement, and add on 1 months' notice, at any time if you have failed to pay your fees or are deemed late with payment of your fees.

4 LATE COLLECTION FEES

- 4.1 A late collection fee is owing by the parent/ carer in the sum of £10 per every 15 minutes, or part thereof.
- 4.2 Should collection exceed 30 minutes then this will result in Nursery Manager or Deputy Manager following the late collection policy.

5 TERMINATION

- 5.1 As stipulated within 'Obligations on You', you may end this Agreement at any time by providing one months' written notice.
- 5.2 We may immediately end this Agreement, without providing any refund of fees paid, 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 of us asking you to;
 - 5.2.3 You behave unacceptably, as we will not tolerate any physical abuse, verbal abuse or threatening behaviour towards staff or the other children;
 - 5.2.4 The parents / carers do not support the Nursery in following the Positive Behaviour Policy in place;
 - 5.2.5 We take the decision to close the nursery. We will give you as much notice as possible of such a decision.
 - 5.2.6 Parents / carers may be required to remove the child temporarily or permanently if, because of the conduct of a parent or the child, it appears to the manager that the continued presence of the child is incompatible with the interests of the Nursery. In such circumstances the Nursery will not provide a refund of any fees paid.

6 GENERAL

- 6.1 A full set of policies are displayed in Parents Information Area at the Nursery and are also available upon request.
- 6.2 We retain the right to change the terms and conditions of this agreement with one month's notice.
- 6.3 The Nursery has an obligation to safeguard the children in its care; any concerns regarding any child the Nursery will follow Rochdale Safeguarding Procedures.
- 6.4 Save for death and personal injury we will not be liable for any pure economic loss or any other loss unless this arises from fraud or gross negligence.
- 6.5 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.
- 6.5.1 If we change the opening hours of your child's nursery, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child's hours at the nursery;
- 6.6 If the nursery has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you.
- 6.7 Customer satisfaction is of the utmost importance to the Nursery. If you have any concerns or complaints you wish to make regarding the services we provide, please discuss them with the Nursery Manager.
- 6.8 We carry a wide range of toys and equipment at the Nursery. Unless requested, if your child brings any of their own toys into the nursery we accept no responsibility for any loss or damage to those toys.
- 6.9 Photographs may be taken, from time to time, of the children in the nursery. These photographs may be used for display purposes within the nursery, promotional purposes externally inclusive of online websites. If you do not wish your child to be included in such photographs, you need to put this in writing to the Nursery Manager; otherwise the nursery will consider your permission to be granted.