

# Holy Cross Pre School Nursery Limited

## Terms and Conditions



### Registration Fee

A non-refundable registration fee of £35.00 is required to register with the Nursery.

The registration fee will only be refunded in the event that we are unable to allocate a Nursery place.

### Nursery Places and Bookings

The Nursery must receive a signed and fully completed application form before a place can be considered. Full and part-time sessions must fit into the session times detailed on the application form; however, we will consider individual needs but we cannot guarantee they can be met.

There is a minimum booking commitment for children aged 2-5 years of either 2 Full days, 2 half days (morning/afternoon and lunch) or 5 mornings/5 afternoon sessions. Bookings must be the same sessions each week.

### Fees/ Funding/ Financial

#### Nursery Fees

<b>Full Day (Including Lunch)</b>	<b>£37.00</b>
<b>Half Day (Morning session or afternoon session)</b>	<b>£16.00</b>
<b>Lunch</b>	<b>£5.00</b>

#### Payment of nursery fees

- Nursery fees are payable in advance by card, bank transfer or childcare vouchers.
- Invoices are calculated and sent out at the beginning of each term.
- Holy Cross Pre-school Nursery and Kids Club will not endure non/late payment.
- Failure to pay the invoice within the 14 days will result in a late payment charge of £5.00. Parents/Carers will be contacted and notified about the late charge, an invoice will be issued again including the late payment charge. Parents/Carers will then have 7 days from the date on the invoice to make payment.
- If payment is not received within the 7 days' further action will be taken.
- Late payment may jeopardise your child's place at nursery or kids club, we reserve the right to suspend/terminate your child's place at the nursery for failure to pay/late payment.
- If legal proceedings are entered into for any outstanding debts, additional costs will be a minimum of 20% of the balance outstanding.
- Other than if we are in breach of these Terms and Conditions, all sessions booked must be paid for, regardless of whether the child attends.
- No refunds will be given for sessions missed due to holidays in term time or sickness
- Other than if we are in breach of these Terms and Conditions, all sessions booked must be paid for, regardless of whether the child attends.

#### Early Years Entitlement

Early Years Entitlement funding is available for all 3 and 4 year olds from the term following their third birthday. Two-year-old funding is available if certain criteria is met. If for any reason funding is refused by Birmingham City Council, then you will be responsible for paying the full childcare costs. We also offer 30 hours Extended childcare when we are provided with the correct code. It is your responsibility to obtain your code and to renew every term.

#### Operating Hours

Holy Cross Pre School Nursery is open from 9.00am – 3.15pm. If you are late collecting your child from the Nursery, a late collection charge of £5.00 for every 15 minutes will be invoiced to parents within 5 days. Please be punctual.

#### Nursery Closure

The Nursery is open term time only. The nursery will be closed on all Bank holidays during the year.



## **Behaviour Management**

We wish to work in partnership with our parents and children and are inclusive in our practice. Our ethos is one of care and respect by our children and parents; therefore, we have zero tolerance to any threatening behaviour either verbal and/or physical at any time to staff or children. We may require parents to withdraw or remove their child from Nursery at the discretion of the Nursery Manager if she has concerns about inappropriate behaviour. Please read our Behaviour policy and procedures.

## **Insurance**

We have extensive Insurance cover - full details of the Insurance are available upon request, from the Nursery Manager. Our certificate is on display on the parents' notice area.

## **Personal Property and Belongings**

- We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by the Nursery staff to ensure the children's belongings are not lost or damaged.
- Nursery uniform is compulsory at all times. It is the parent's responsibility to name and clearly label all items of clothing.
- Unless requested we would ask that all toys, books or other equipment are left at home.

## **Termination/ Cancellation/ Change**

- We require one one-half terms notice, in writing, should you wish to terminate a Nursery place for any reason. Parents still remain liable for fees throughout the notice period. If a parent withdraws their child during this notice period, the fees shall still remain payable.
- We reserve the right to terminate a Nursery place with immediate effect if any fees are not paid by the due date, or if a parent, carer, or child displays abusive, threatening, or other inappropriate behaviour.
- In all other circumstances we will give you one-half terms' notice, in writing, should we wish to terminate a Nursery place for any reason.
- If the parent for any reason postpones a start date, we reserve the right to charge from the original start date stated on the application form.
- It is not possible to swap days; so that for example, a normally booked Thursday is swapped for a Friday on a one-off or temporary basis. However, additional days can be accepted as a chargeable extra and subject to availability. If you require an extra day you must make this request in writing via email.
- If you wish to increase your child's sessions, you must do so in writing and fill out a change in sessions form. Whilst we endeavour to accommodate any changes they are subject to availability.
- If you wish to reduce your child's sessions we require written notice, which must be received within the first 3 weeks of the Term.

## **Liability**

- We accept no responsibility for any loss suffered by parents, arising directly or indirectly, as a result of the Nursery being temporarily closed or the non-admittance of your child to the Nursery for any reason, this applies to absence due to sickness, holidays and Bank Holidays. We accept no responsibility for children whilst in their parents' care on Nursery premises, i.e. prior to arrival or after pick up.
- We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child's or parent's property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.
- We will make reasonable endeavours to keep parents and/or children's property in good order.
- Liability for damage of such property is excluded except where caused by our negligence.

## Accidents and Illness



- We reserve the right to administer basic first aid and treatment when necessary.
- Parents will be informed of all accidents and will be required to sign an accident form.
- For accidents of a more serious nature, involving hospital treatment, all attempts will be made by the Nursery to contact the parents but failing this, we are hereby authorised to act on behalf of parents and authorise necessary treatment.
- We will administer prescribed medicines if parents complete a Medication form; however, the first dose of medicine must be given at home and parents must take all medicines home at the end of each day.
- We may require parents to withdraw their child from Nursery if it is considered the child is not well enough to attend nursery or in the event that they require special medical care or attention; which is either not available or refused by parents.
- We may also ask parents to withdraw their child from Nursery; if we have reasonable cause to believe that they are or may be suffering from or have suffered from any contagious disease/infection and there remains a danger that other children at the Nursery may contract such a disease/infection.
- We accept no responsibility for children contracting contagious diseases/infections.
- Parents are requested to inform the Nursery if their child is suffering from any illness, sickness, or allergies before attending the Nursery.
- We understand the need for children of working parents but we reserve the right to contact parents at work if their child becomes ill during Nursery hours and to call to arrange for the collection of their child as soon as possible.

## Security

A list and picture of responsible adults who are authorised to collect the child should be given to the Nursery Manager. All children must be signed in and out of the nursery. Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless a member of staff has been made aware that the parent has previously arranged this. If the parent has had an emergency and has made alternative arrangements for someone to collect their child, they must telephone the Nursery. Staff will require the name, address and telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery.

## Holy Cross Pre-school Data processing notice (GDPR)

We observe the General Data Protection Regulation (GDPR) as it applies in the UK, tailored by the Data Protection Act 2018. The Act defines what types of data are allowed to be collected, how they should be stored, and what can and cannot be done with that information. In particular, The Act states that personal data relating to individuals must be stored securely and only used for legitimate purposes.

When you initially book our services and in the course of providing those services, we collect the following personal information when you provide it to us:

- Your details, including your name, marital status, date of birth, photographs, home address, contactable telephone numbers and email address; and
- Your child's details, including name, date of birth, home address, photographs, videos, contactable telephone numbers, email address, and GP details.

We also collect and process what is termed 'Sensitive Personal Information'. This may be information about you or your child's gender identification, race and ethnicity, nationality, cultural or religious beliefs, genetic or biometric data, disability or medical records, sexual orientation or criminal records or cautions and court orders.

From time to time we may also collect information from other sources such as other nursery settings, other children's learning profiles, the police, safeguarding, Ofsted or the Local Authority. We may enhance the personal information we collect from you with information we obtain from third parties that are entitled to share that information, but in each case, as permitted by applicable laws.

From time to time you might give us information about third parties such your next of kin allowed to collect or alternative emergency contacts. If you intend giving us personal information about someone else, you are responsible for ensuring that you comply with any permissions and consent obligations under the data protection laws. In so far as



required by applicable data protection laws, you must ensure that that you have their explicit consent to do so and that you explain to them how we collect, use, disclose and retain their personal information or direct them to read this Policy.

We gather information directly from you in a number of ways:

- paper and hard copies of forms;
- computer networks and connections;
- web-based software and platforms;
- web and tablet-based applications;
- communications systems;
- email and instant messaging systems;
- telephones, voicemail, mobile phone records; and
- and other hardware and software owned, used or provided by or on behalf of us.

We will share personal information with law enforcement or other authorities if required by applicable law. We will not share your personal information with any other third party without your consent.

### General Information

Parents are requested to inform the Nursery on the registration form of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform the Nursery of any changes/progress to the condition, in writing, when they become aware. Parents are requested to inform the Nursery of any changes to all information kept in the Nursery.

### Complaints

If you have any complaints about the service that we are offering, can you please in the first instance contact your child's keyworker, then the Nursery Manager or Proprietor, an in the final instance, Ofsted.

### Agreement

These Terms and Conditions represent the entire agreement and understanding between the parents and the Nursery. Any other understandings, agreements, warranties, conditions, terms, or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law. We reserve the right to update/amend these Terms and Conditions at any time. Due notice will be given of any changes made for at least one calendar month.

The above terms and conditions are considered to be fair and reasonable.

I/We have read and understood the above terms and conditions and agree to be bound by the same.

Signed (Parent/Guardian 1) \_\_\_\_\_ Date \_\_\_\_\_

Signed (Parent/Guardian 2) \_\_\_\_\_ Date \_\_\_\_\_

Signed (for and on behalf of Holy Cross Pre School Ltd)

\_\_\_\_\_ Date \_\_\_\_\_

Nursery Manager/Director