

## Apple Trees Nursery LTD - Terms and Conditions

### Nursery places and bookings

The nursery must receive a signed and fully completed registration form and registration fee before a place can be considered. The nursery requires a signed agreement and the child's 'red book'.

On your first day, before leaving your child, your full month's fees are payable in advance for the current month, unless agreed otherwise with the Nursery Manager.

Any extra sessions are payable at the time of booking.

### Nursery fees and charges

Fees are payable in advance – our fees and charges are included in the fees and charges information at Appendix A. Our payment and arrears policy is included below. Fees are payable in cases of absence and there is no reduction for sickness or holidays during any week the nursery is open.

Any reduction to a child's booking pattern will only be implemented at the start of the following month, provided at least one month's notice is given to the Nursery Manager.

In case of a termination of contract, one month's notice must be given to the Nursery Manager in writing.

### Free Early Education Entitlement for 3 and 4 year olds and qualifying 2 year olds

It is our policy to support parents / carers by offering the Funded Entitlement flexibly and completely free. We do however, make a charge to cover the cost of food and refreshments for some funded provision – please speak to your nursery manager for further information.

Any additional hours that fall outside of the funded entitlement are charged in line with our standard tariffs. Free Entitlement sessions are offered in line with the DfE and Local Authority's Codes of Practice and are subject to their terms and conditions.

Please note that it is the parent's responsibility to ensure that their application for EYE funding is made in line with the LEA's requirements. Late, incomplete or invalid applications may result in nursery fees being charged at our normal rates for these sessions.

### Payments and arrears

We pride ourselves on providing a high quality, safe and stimulating service for children which is reflected within the fees we charge.

- All parents will be issued a monthly invoice on approximately the 26th of each month stating the total fees due for the following calendar month (1st until the 28th, 30th or 31st)
- Payments will be due by the 1st day of each month
- If the fees are not paid in full by the 1st the Nursery will contact the parent/carers to establish the reason and arrange for payments to be made immediately - Parents/carers are encouraged to speak the manager if they have any queries about the fees policy, or if, for any reason, they are likely to have difficulty in making a payment on time. Parents/carers are strongly advised to arrange a meeting at the earliest possible opportunity, to avoid jeopardising their child's place at the Nursery.

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- If the issue is still not resolved and the child's account is not kept up to date the family will be denied access to their place at Nursery until all arrears and any outstanding amounts invoiced are cleared.
- If no contact is made by the family to the Nursery the child's place will be cancelled after two weeks and all arrears will be forwarded to our finance department where further action to recoup outstanding monies will be enforced. In such circumstance the parents will not be entitled to a refund of any fee.

### Cancellation, termination or change

- After an offer of a place has been made by the nursery but before acceptance by the parent/guardian either party may cancel the offer by serving 14 days written notice.
- After acceptance of the offer by the parent/guardian either party may terminate this agreement by giving one month's notice in writing. During that said one-month period the nursery will continue to admit the child and the parent/guardian will be required to pay all fees due. In the event of the parent/guardian failing to pay the month's fees the child's place shall be immediately withdrawn and the nursery shall be entitled to serve a formal demand for payment of any outstanding amounts due.
- In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing their child one calendar month's fees in lieu of notice will be due.
- Failure by the parent/guardian to provide one month's notice or any notice at all shall render the parent/guardian liable to the nursery for one month's fees.
- Notice must be in writing and posted/handed to the Nursery Manager.
- The Nursery reserves the right to terminate any child's enrolment, or restrict access to parent/guardian or child, at any time without notice, in consideration of the protection of other children and staff, and the well-being and smooth operation of the Nursery. Any disruption caused by a parent or child that is deemed inappropriate or not conducive to a nursery environment, or undermines the reputation of the Nursery, or its staff, will be cause for termination at the discretion of the Nursery Manager.

### Early / Late Collection Surcharge

Parents/guardians either dropping off early or collecting beyond the booked session times we reserve the right to make an additional surcharge. This will be £1 per minute after the session ends or before the session commences.

### Infections and illness

Children who appear to be suffering from an infectious or contagious illness or disease will not be permitted to remain in the nursery during the period of the illness. Please do not bring children who are unwell into the nursery as they will be sent home upon arrival. (A full copy of the Infectious and communicable diseases policy is available from your nursery manager)

### Opening times and days of operation

We are open all year round from 07:30am to 18:00pm Monday to Friday except over the Christmas period (approximately one week) and public bank holidays. Sessional charges may differ at each setting and individual fee lists can be obtained via the Nursery Manager. Christmas closures dates will be sent out with the monthly Nursery Newsletter from September onwards.

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### Insurance

We have public and employer and contents liability insurance - full details of this is available upon request from the Nursery Manager.

### Security

Apple Trees is committed to providing learning for children and their families in a safe and secure environment. All staff members have an individual and collective responsibility to ensure they have a continuous regard for the safety and security of all children and families.

Parents/carers are encouraged to talk to their children about the importance of remaining safe and not leaving the provision unless they are with a parent. These messages will be reinforced by both the provision and its staff.

Safety and security procedures will be regularly reviewed by the manager in consultation with staff, parents/carers and caretakers.

Staff and any other authorised persons who are regular visitors to the setting will be issued with either an identity badge and clearly identifiable clothing, which they are expected to wear them at all times while on the premises. A full copy of our security policy and procedures can be viewed at the nursery.

### Liability

Our Nursery cannot be held liable for the loss or damage of any item belonging to the public on the premises. This particularly applies to children's clothing and toys as well as motor vehicles, prams and buggies.

### Personal property and belongings

Whilst making every reasonable effort to ensure personal belongings are not lost or damaged, we cannot be held responsible for any loss or damage whilst your child attends our Nursery. Practical 'inexpensive' clothing is strongly recommended for children attending the Nursery. It is the parent's responsibility to name and clearly label all items of clothing. We suggest that all toys, books or other equipment are left at home.

### Force Majeure

Apple Trees Nursery is unable to offer any refunds or compensation for closure or suspension of nursery activities as a result of third party action, inclement weather, fire, flood or any other event beyond our control.

### Data Protection Act 1998

Compliance with the data protection principles and in particular fairness is central to all our processing of children's personal data.

Transparency is also key and we will raise children's (and their parents') awareness of data protection risks, consequences, safeguards and rights by:

- Telling you what we are doing with your personal data; and
- Being open and honest about any risks and safeguards involved; and

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- Letting you know what to do if you are unhappy

This will:

- Help you to make informed decisions about what personal data you wish to share with us
- Reassure you that our approach is privacy by design and by default, taking into account the age of the children whose personal data we will be processing as far as we can.

### General information

Parents are requested to inform the Nursery 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 SEND/health or medical conditions your child may have been diagnosed with prior to attending, or during attendance to the nursery provision. We reserve the right to implement safety measures, which may lead to temporary exclusion of your child's place to train or equip the setting to meet your child's needs.

Apple Trees acknowledges that we may not be able to suitably meet the needs of all children, and if this is the decision reached, we commit to supporting you in finding suitable alternative care.

Parents are also requested to inform the Nursery of any changes to the information the Nursery holds for you and your child.

### Agreement

These Terms and Conditions represent the entire agreement and understanding between the parent/guardian and the Apple Trees Nursery LTD. 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 or amend these terms and conditions at any time giving one months' notice.

Childs Name:	
Parent / Guardian Signature	Date
Nursery Manager Signature	Date