

Cherry Childcare – Terms and Conditions

Issued 1st June 2022

The following terms and conditions are a contract between the Nursery and Parent / Guardian / Carer (You/Your) for the provision of child day care services by Cherry Childcare Ltd/Nursery Rhymes (H.I.) Ltd (Us/We/Our) to your Child (includes child in our care).

The following Terms and Conditions replace all previous contractual agreements whether written or spoken.

I. Starting Nursery & Fees

- 1.1. You will receive a fee quotation prior to registering your child.
- 1.2. Our fees are calculated on the basis of the weekly charge for the sessions booked, multiplied by 52 (weeks) and then divided by 12 (months) to create a fixed monthly charge.
- 1.3. Our fees are calculated to care for your child based upon standard Ofsted ratios. Where after any reasonable adjustment it is identified that your child requires additional support, additional fees will apply.
- 1.4. Fees are payable monthly in advance and are due by the 1st of the month. We do not accept any payment by cash or cheque.
- 1.5. Your child can start at nursery once the first months fees are paid in advance.
- 1.6. Fees are payable during periods of absence including sickness, holidays, during public and bank holidays and when the nursery is closed.
- 1.7. Whilst it is our intention to increase fees annually, we reserve the right to increase our fees at any time. We will provide at least one month's notice of any such increase.
- 1.8. To register a place for your child at the nursery you must complete the Registration Form, pay a registration fee and deposit unless funded only.
- 1.9. All places offered are subject to the nursery being able to meet its statutory obligations at that time.
- 1.10. If the nursery is unable to meet its statutory obligations 3 months before your child's start date you will have the option to be placed on the waiting list or, you can choose to cancel you place and receive a full refund of any fees paid.
- 1.11. Should you need to change your booked sessions before your child starts you will need to complete a request as stated in section 3.
- 1.12. Any deposit is non-refundable should you cancel your place except for provisions made in clause 1.10.
- 1.13. The deposit paid is deducted from any outstanding balance on your last months fee invoice
- 1.14. When your child is eligible for a funded place you will be required to sign a parent declaration and you will be provided with an indicative quote which shows our fees including the funded entitlement hours.
- 1.15. No payment will be treated as made until it is showing as cleared funds in our bank account.

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- 1.17. If you are paying by voucher, tax free childcare or other means please ensure your payment reference is the nursery prefix (e.g. CB) followed by your Child's name.
- 1.17. Voucher payments, tax free childcare payments made after the 15th day of month date will be credited on the following months invoice.
- 1.18. Where multiple payment methods are used with a direct debit the direct debit will claim the outstanding balance in full.
- 1.19. Your Nursery fees invoice will be emailed to you on or around 15th month.
- 1.20. If you are collecting children late or dropping off early from/to the nursery this will be subject to an additional charge. Charges are made every 15 minutes or part thereof.

2. Late/Non Payment of Fees

- 2.1. If you cannot pay your invoice in full or in part you must in the first instance contact us so that we can agree with you how your ongoing nursery fees are to be met.
- 2.2. If your account is in arrears as at the 10th of the month we will make an administration charge of £25 and we reserve the right to charge interest on late fees at the rate of 2% over the HSBC Bank rate per month.
- 2.3. If your direct debit is rejected or returned unpaid we will make an administration charge of £25.
- 2.4. If your nursery fees account is in arrears as at the 10th of the month you will be unable to book extra sessions, extras or additional activities.
- 2.5. Your child will be excluded from attending the nursery if the nursery fees are in arrears after 30 days from the payment date unless an agreed and signed payment plan is in place.
- 2.6. If a payment plan is agreed, a failure to maintain payments in line with the plan will result in exclusion until agreed payments are received.
- 2.7. If after 60 days your nursery fees are in arrears your child's place may be terminated by us.

3. Changes to Your Care Arrangements

- 3.1. To help us manage staffing and resources we require 2 months notice in writing (Change of Sessions Request Form) if you wish to reduce or increase the sessions/days you require. **Changes to sessions are effective from the 1st of the month.** It is not possible to make changes to sessions during the month.
- 3.2. Temporary/ad hoc changes to sessions/days booked is not permitted.
- 3.3. Should you require extra sessions you must complete an Extra Sessions Request Form. Terms and conditions do apply. These sessions are subject to availability of spaces and staffing requirements.
- 3.4. Should you wish to cancel your contract with us we will require 2 month's notice in writing from you. **The notice period is effective from the 1st of the month. It is not possible to leave during the month.** Fees are payable in full during the notice period.
- 3.5. If in the opinion of the nursery manager or person of similar standing or authority it is considered that after making reasonable adjustments the continued presence of your child is detrimental to the health, safety or well-being of the child, other children, or our staff then the nursery may serve you notice or a request for the child to be immediately removed from the nursery. Under these circumstances the notice period shall be 1 month. Should we require your child to be immediately removed no notice period shall apply.

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4. Use of E-Technology

- 4.1. Cherry Childcare uses e-technology to record information such as; child daily activity, child observations and your payment history. This is not an exhaustive list. By agreeing to these terms and conditions you are agreeing to provide an email address so that you can access this data about your child. Cherry Childcare is not required to provide alternative ways to keep you informed about your child's development.

5. Health & Well Being

- 5.1. You are required to cooperate with us and provide information as we may reasonably require about a child. This includes:
 - 5.1.1. Any known medical condition, health problem, allergy or diagnosed dietary requirement,
 - 5.1.2. Any suspected medical or health problem,
 - 5.1.3. Any prescribed medicine
 - 5.1.4. Any lack of vaccination which your child would normally have by their age
 - 5.1.5. Any family circumstances or court orders affecting your child
 - 5.1.6. Any concerns about your child's safety.
 - 5.1.7. Any support your family has received from outside agencies i.e Health Visitor, Children's Services
- 5.2. You are required to notify us of any changes to your details or information about your child.
- 5.3. If your child is unwell they should not attend the nursery as detailed in our Infection Control Policy. We ask that you contact the Nursery Manager to inform them of the absence. This is to ensure we are able to effectively communicate to all parents any communicable diseases in the nursery.
- 5.4. If a child becomes unwell whilst in our care we will contact you or the emergency contact detailed on the registration form. If the Manager deems that the child is not well enough to remain at Nursery you may be requested to arrange collection of your child.
- 5.5. We will work with you to cater for specific diagnosed dietary and medical requirements of individual children. You have a duty of care to notify the nursery manager in writing if there are changes to a special diet or medical condition so that we can ensure all paperwork is updated in line with these changes. Any information by a third party in relation to the medical or dietary condition must also be shared with the nursery.
- 5.6. We have a duty of care to report to Local Authority, Ofsted, Police, Health professional or your Childs next setting any safeguarding incident or concerns where we consider a child may be at risk of harm or neglect. In exceptional circumstances this may be done without the prior knowledge of you until we have sought external advice.

6. Events Beyond our Control

- 6.1. If any event beyond our reasonable control for example; transport strikes, severe adverse weather conditions, personal health or acts of terrorism occurs we may close the nursery. In these circumstances we will not be held responsible and will not issue refunds for such forced closures where the closure is 5 days or less.

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7. General Conditions

- 7.1. We will not tolerate under any circumstances, behaviour towards our Management or Nursery staff teams which is deemed to be threatening, abusive or violent. We will also not tolerate any actions which bring the nursery into disrepute without the nursery having a reasonable opportunity to address any concerns. Any such behaviour/actions may result in immediate termination of the nursery place or a refusal to allow a person onto our premises.
- 7.2. We do not accept responsibility for any accidental injury and/or damage to or loss of property. We advise you to ensure all clothing and personal items are clearly marked with your child's name.
- 7.3. We maintain insurances required by law, details of which are available from the Nursery Manager. Copies of the current Employer's Liability and Public Liability Insurance policies are displayed on the notice board at the nursery.
- 7.4. Where a member of staff, within three months of leaving our employment and is employed by you to care for a child, who was previously registered at the nursery, then you will be liable to pay us a sum equivalent to 10% of their annual salary for the employee at the time their employment with us was terminated.
- 7.5. Should you approach a member of staff about providing a baby-sitting service this is permitted but as a private arrangement between you and the person and providing it does not interfere in any way with their employment with us. Staff members responsibilities in relation to safeguarding continue.
- 7.6. You are agreeing to our Data Privacy Notice as published from time to time. You will be notified of any changes to this notice.

8. Data Protection & Use of Images

- 8.1. Cherry Childcare will manage your data in accordance with our Data Privacy Notice as applicable from time to time. A copy of the Data Privacy Notice is available on request and online at <http://www.cherrychildcare.co.uk/privacy-policy.html>.
- 8.2. Other than where consent is given images or recordings of your child for any purpose will not be taken by the nursery. Whist consent can be withdrawn at any time in accordance with the Data Privacy Notice it may not be possible to remove images that are already in circulation or published.
- 8.3. During special nursery events carers and family members at the discretion of the manager will be allowed to take recordings and images. Any recordings/images are for personal use and under no circumstances should any images/recordings that include other children should appear on social networking sites/internet.

9. Changes to These Terms and Conditions

- 9.1. These terms and conditions apply unless they are in any policy issued by us or letter that is signed by both you and us. In the case of any uncertainty as to which terms and conditions apply, these terms and conditions will apply.
- 9.2. If we make changes to our terms and conditions, we will give you at least one month's notice of our intention to do so.