

Crystal Nursery Ltd

Terms & Conditions

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

1 OBLIGATIONS ON CRYSTAL NURSERY LTD

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 If you do not, the place may be withdrawn.
- 1.1.2 Provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's nursery is closed). 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.
- 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.
- 1.1.5 Notify you as soon as possible of any days on which your child's nursery will be closed.
- 1.1.6 Try to make available to any of your other children a place at the same nursery. However we cannot guarantee that a place will be available.

2 OBLIGATIONS ON YOU

2.1 You will:

- 2.1.1 Complete and return to us our standard health record before your child can start at our nursery and immediately inform us of any change to the information provided in that health record.
- 2.1.2 Complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines).
- 2.1.3 Immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities of the nursery.
- 2.1.4 Immediately inform us of any changes to your contact details.
- 2.1.5 Keep us informed as to the identity of the persons 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 proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.
- 2.1.6 Inform us if your child is the subject of a court order and provide us with a copy of such order on request.
- 2.1.7 Immediately inform us if you are unable to collect your child from nursery by the official collection time. A late payment charge will be applied, please refer to the current fee sheet for details.
- 2.1.8 Inform us as far in advance as possible of any dates on which your child will not be attending the nursery.
- 2.1.9 Provide us with at least 1 month's 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. If you are ending this Agreement, notice must be given by completing our notification of leave date form, which can be obtained from the nursery manager.

3 PAYMENT

- 3.1 Our fees are based on a weekly fee that shall be notified to you in advance of your child starting at the nursery ("Weekly Fee"). We may review these fees at any time but shall inform you of the revised

amount at least 1 month before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 1 month's notice, by completing our notification of leave date form, which can be obtained from the nursery manager.

3.2 Fees must be paid on a monthly basis. We calculate the amount payable by you each month by multiplying the Weekly Fee by the weeks charged for in each year (depending on the nursery at which your child has a place) and dividing the total by 12. This will give 12 equal monthly payments.

3.3 All payments made under this Agreement must be by direct debit. We may agree to payment by cash or cheque, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment.

3.4 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 charge you for additional childcare monthly in arrears. We will amend the amount of your direct debit accordingly.

3.5 If you fail to make payment in full by the due date we will enforce an interest charge of 2% above the base rate of our bank on the fee outstanding for every day the invoice remains unpaid, along with an administration fee of £25.00.

3.6 No refund will be given for periods where your child's nursery place is unfilled due to illness or holidays. All nurseries are closed on bank holidays; no refund will be given for this closure as this has already been taken into account when calculating your child's fees.

4 SUSPENSION

4.1 We may suspend the provision of childcare to your child, and add on 1 month's notice, at any time if:

4.1.1 You have failed to pay any fees.

4.1.2 Your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well being of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.

4.2 If your child is suspended part way through a month, under the conditions stated in clause 4.1.2, we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This credit may be offset against any sums payable by you to us.

4.2.1 If the period of suspension exceeds 1 month, either of us may terminate this Agreement by written notice.

5 TERMINATION

5.1 You may end this Agreement at any time, giving us at least 1 month's notice, by completing the notification of leave date form.

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 of us asking you to.

5.2.3 You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff.

5.2.4 Your child's behaviour is unacceptable or endangers the safety and well being of any of the other children at the nursery.

5.2.5 We take the decision to close your child's nursery. We will give you as much notice as possible of such a decision.

5.3 You may immediately end this Agreement if:

5.3.1 We have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

5.3.2 We suffer any event of insolvency.

6 EMPLOYMENT OF STAFF

6.1 If, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly).

6.1.1 Employ or otherwise engage the services of any member of our staff who has had contact with your child under this Agreement in the last 6 months.

6.1.2 Allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last 6 months. Then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time

they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.

7 GENERAL

7.1 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.

7.2 If the nursery that your child attends has to close or we take the decision to close due to events or circumstances that are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds 3 days in duration (excluding any days when the nursery would otherwise be closed), we will credit you with an amount that represents the number of days the nursery is closed in excess of 3 days.

7.3 If you have any concerns regarding the services we provide, please discuss these with your child's keyworker. If these concerns have not been resolved to your satisfaction please contact the Nursery Manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the appropriate Regional Director for review.

7.4 We carry a wide range of toys and equipment at our nurseries. Unless we specifically request otherwise your child should not bring any of their own toys to nursery. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.

7.5 From time to time we may have photographs taken of the children who attend our nurseries. These photographs may be used for promotional purposes. If you do not wish your child to be included in these photographs, you should write to the nursery manager.

7.6 As the number of children with nut allergies is increasing, with the support of parents we aim to keep the facility NUT FREE. Parents are requested not to send food or empty food packaging into the facility. Parents are also requested not to use creams, sun creams, oils etc on their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.