



Smithfield House Children's Nursery Terms and Conditions

Smithfield House Children's Nursery ("the Nursery") is a company registered in England and Wales under Company Number 07315034

The following terms and conditions are incorporated into the Agreement for the provision of early years care and education for your child at our Nursery. Throughout this Agreement the Nursery may be referred to as "we" and the Parent(s)/Legal Guardian(s) may be referred to as "you". The Nursery is fully insured and our Employer's Liability and Public Liability Insurance documents are displayed in the reception area.

Reserving Your Child's Nursery Place

After your show round, if you would like your child to start with us you will need to confirm, via email or phone call, with the Nursery (office@smithfieldnursery.co.uk). You should confirm the month you would like your child to start and the days/sessions you would like them to attend. We will then send you out an acceptance pack.

Once you receive your Offer Letter, you will need to sign the Confirmation of Application, pay the deposit and registration fee which are both non-refundable (and parent bond if applicable) and make arrangements for the first month's fees to be paid.

Once you have paid your Registration Fee and Deposit your child's place at the Nursery is secure. You are committed to taking this place at the Nursery and we are committed to offering it. If you subsequently decide before your child starts at the Nursery that you no longer want to take up this place, you will forfeit both the Registration Fee and Deposit Fee, which are non-refundable.

Parent Bond

If you reside overseas, or in the United Kingdom on a temporary basis (for example on secondment or in diplomatic service), the Nursery may require you to pay a Parent Bond and the amount of any Parent Bond will be set out in the Offer Letter. The Parent Bond will be refunded (without interest) one month after your child has left the Nursery provided that you have given the correct period of notice of termination and you have complied with your other obligations.

Additional Care and Change of Sessions

Subject to availability and the Nurseries minimum session requirement, you may increase or decrease your child's booked sessions on giving one calendar month's prior notice in writing expiring (in the case of decreased sessions) on the last day of the month. No sessions may be swapped.

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Your Child's Health and Care Requirements

You confirm that in the Interest Form you have provided the Nursery in writing with all your child's relevant health and care requirements, including details of any allergies/intolerances and medical conditions. During your child's first 'settling in' session you will be required to provide further information about these, and all information must be confirmed in writing by your GP. You must, and it is your responsibility to, promptly notify the Nursery of any change in or addition to this information. During your first 'settling in' session at the Nursery you will also be required to produce your child's immunization records to prove that your child is fully up to date with all immunizations.

Contact Details

You must also provide the Nursery with up-to-date contact details for yourself and for any person authorised by you to make contact with the Nursery concerning your Child or to pick up your child from Nursery. If there is any Court Order or signed custodial agreement relating to any care arrangements for your child, you must provide a copy to the Nursery.

Illness

No child may attend Nursery if they are suffering from sickness, temperature, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free. Your child must remain away from the Nursery for **48 hours** from their last bowel/ sickness/ high temperature episode or cleared to return to Nursery by a doctor to ensure that they are no longer contagious and are back to full health.

Notification of Absence

If your child will not be attending, you must notify the Nursery as early as possible on the first day of your child's absence. There are multiple ways of doing this; calling us on 02072361000, emailing office@smithfilednursery.co.uk or messaging on the Family app that we use.

Medication

If your child should be injured or become ill while at Nursery, we may administer first aid, arrange for your child to obtain medical assistance or require you to collect the child before the end of the Session. If we are unable to contact you or your authorised contact, we may give to your child certain types of non-medically prescribed medication to reduce your child's temperature, for example, or to respond to an allergic reaction as the Nursery deems appropriate. Please note that we can **ONLY** administer Calpol to your child if they have a temperature and we will only be able to administer one dose while at Nursery unless you have a prescription from a Doctor. Therefore, we cannot stress enough the importance that you notify the Nursery when you have given either non-prescribed medication or prescribed medication to your child before bringing them into Nursery. Failure to notify the Nursery may result in your child's place at the Nursery being terminated. If your child is prescribed any medication from your Doctor they must remain at home for the first 24hrs to ensure that they do not have a reaction to the medication (regardless if they have had the medication before).

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Sunscreen

We may apply sunscreen to your child before they go outside. If you wish you may supply your own sunscreen so long as it does not contain any allergens which may cause risk to other children.

Attendance whilst injured or on medication

Your child's attendance at Nursery whilst on medication or if they have been injured, eg by suffering a fracture or sprain, or damage to their eyes will be at our sole discretion.

Activities

It is common practice for staff members to take children on walks, trips or other activities within a reasonable distance of the Nursery every day. All appropriate risk assessments and control measures are taken to ensure that the children and staff are safe during these walks.

Safeguarding

We have an obligation to report it to the relevant authorities if we have any suspicions that your child may have suffered from neglect or abuse, and we may do so without your consent and/or without informing you.

Opening Hours

The Nursery is open Monday to Friday, from 8.00 am to 6.00 pm each week and is closed for public holidays and on other designated days: see the "Term Date" document provided which sets out the dates when the Nursery is closed. Children are required to attend the Nursery for a minimum of four half sessions or two full days.

Collection

You or your authorised contact (who must be over eighteen years old) must collect your child from Nursery. If your child is not collected by the specified closing time the Nursery will try to contact you or your authorised contact to agree your child's collection but if we are unable to do so, we may call Social Services and/or such other government bodies as the Nursery deems appropriate. If you are late collecting your child, we will charge you a late collection fee. It is a legal requirement that children travel in age- appropriate car seats so that if you are proposing to collect your child without an appropriate car seat then the Nursery will not be able to release the child into your care to leave the Nursery. Please note that we are unable to hand your child back to you if you appear to be under the influence of drugs or alcohol.

Nursery Fees

The Nursery may review its fees and amend them on providing you with one month's advance written notice. Please see the Fee Structure Page as to dates when payments are required, interest payable on late payments, additional fees payable for late collections and failed payments, and other ancillary payments. For avoidance of doubt no refund will be given for days when the Nursery is closed for bank or other public holidays and other designated days, nor for days when

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the child is absent due to illness, holiday, or as required under the Nursery's policies and procedures. In addition, no refund will be given if the child is excluded for non-payment of fees. Therefore, your billing is worked out over 52 weeks a year

Payment of Fees (in accordance with the document on Fee Structure)

Monthly Invoices will be emailed to you around the 20th of each month, showing the exact number of sessions you have arranged for your child to attend each month therefore the amount of your monthly invoice may change from month to month. Payment by cash is not accepted. Fees must be paid by BACS.

All BACS and Voucher payments must be made so that it clears in our bank account by the 1st of the month. Fees are paid in advance not in arrears. If payment is not cleared by the 1st you will be contacted and if your payment is not cleared by the 7th of the month you will be charged a £50 late fee. If any amount is still outstanding on the 14th of the month we will write to you to confirm and your child will be excluded from the Nursery until the account is settled.

If you fail to settle your accounts by the 1st on repeated occasions, then we may cancel the child's place at the Nursery and any deposit held by us will be used against any outstanding debts, any balance after monies have been deducted will be returned.

Extra Sessions

Extra sessions must be paid for at the time of booking. To cancel any sessions which you have booked and obtain a refund you must give at least five working days' written notice in advance of the cancellation and your account will be credited with a refund, against the next invoice. Please note that no refunds of money will be given.

Mid-month Starts

If your child starts at the Nursery part of the way through a month, you will be sent an invoice which must be paid before the last 'settling in' session at the Nursery in readiness for your child's first full session.

Payment by Vouchers

Any parent paying fees with vouchers will be required to pay the first month's fees in full without vouchers. If you are paying with one or more vouchers, a voucher agreement for each voucher must be completed in the form required by the Nursery and handed into the Nursery Office. For BACS payments please use your child's name as the reference for the payment so we are able to allocate the funds correctly. The account details are:

Bank Account Details	
Account Name:	Smithfield House Children's Nursery Barclays Bank
Sort Code:	20-68-79

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Account Number:	13307484
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Parental co-operation

At Smithfield House Children's Nursery, we believe that parent involvement is crucial to create an environment where children feel supported and valued. In order to meet the needs of the children who attend the Nursery we expect parents to support the Nursery and its ethos and in doing so you agree in good faith to:

- Work in partnership with the staff;
- Inform the Nursery promptly of any concerns;
- Respond to concerns raised by members of staff;
- Support the high standards of behaviour and security in the Nursery
- Ensure that one or both parents attend parents' evenings
- Provide the Nursery with a copy of the child's 2-year health check
- Ensure that absence from Nursery is reported as soon as possible
- Ensure that children are dropped off by 9:30am so they are able to be a part of the full day's activities
- Support the Nursery's inclusion and equal opportunity policies
- Inform the Nursery if you have given your child any non- prescribed medicine in the morning before bringing them to Nursery.
- Follow our sickness and time away from the Nursery policy, to prevent illness being spread around the Nursery.
- Treat all staff in a dignified and professional manner, encourage the child to show respect for others both in and out of Nursery and encourage your child to have a positive attitude to the Nursery
- At busy periods we may ask you to fold down your buggy.

Force Majeure

The Nursery will not refund any Fees or be in breach of this Parent Agreement or otherwise liable to you by reason of any delay in performance or non- performance of its obligations due to any event outside its reasonable control. Such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, epidemics, pandemics, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as highway and public transport delays or failures) If the Nursery applies any discretionary discount to Fees, this discount will be solely as a gesture of goodwill and will not constitute any variation of the Parent Agreement.

Termination of this Agreement by the Parent

If you wish to terminate this Agreement and withdraw your child, you must give at least one full calendar month's written notice in writing.

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Termination or Suspension of this Agreement by the Nursery

The Nursery reserves the right to terminate or suspend your child's place with immediate effect and without notice if you breach this Parent Agreement, fail to pay fees when due or exhibit unacceptable behaviour; or if we, at our sole discretion, consider termination to be in the best interests of the Nursery and/or the welfare of your child, other children at the Nursery or staff. If the suspension continues for a period of more than 28 days this agreement will be terminate automatically. Fees will continue to be payable during suspension and the Nursery reserves the right to retain any fees, deposit and/or Parental Bond.

Contracting with Nursery Staff

If during the course of this Agreement or within three months (excluding holiday periods) after its termination any member of the staff of the Nursery leaves our employment or reduces their hours of work in order to work for you, you will pay to the Nursery a Recruitment Fee amounting to 20 percent of the annual gross market rate salary of the member of staff concerned or of an individual with equivalent qualifications and role as the former staff member, whichever is the higher.

If you employ a member of the Nursery staff to care for your child during the hours when they are not employed by us, please be aware that the staff member concerned may not bring the child into work or take them home after work. Any such arrangement will be between you and the staff member and the Nursery shall have no liability or responsibility for any loss, damage or injury arising out of any such arrangement

Privacy and Data Protection

We will only store relevant information to enable the Nursery to offer outstanding care and education to the children who attend our Sessions. All information will be kept secure on our computer systems, and children's information will be kept secure on our online systems and locked in the main office. All information relating to children will be kept for up to 25 years and then responsibly destroyed. If you have any questions relating to the information, we require from you then please contact the Nursery Manager.

The Nursery processes personal data including but not limited to sensitive data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; employment information if relevant; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records (Personal Data) for the following purposes:

- (1) to ensure a safe, healthy and successful environment for your child;
- (2) to administer first aid/medical care when necessary;
- (3) to comply with government regulations and Nursery policies and procedures;
- (4) to aid in the administration of services;

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- (5) to allow any employer to assess utilisation and quality of services information if applicable;
- (6) staff training and development, and
- (7) market research

The Nursery may share Personal Data in the following circumstances:

- (1) if you receive government funding, the Nursery may share Personal Data with the funding provider;
- (2) if you receive childcare as an employee or student benefit, the Nursery may share utilisation and quality of care information with your employer/education provider;
- (3) with any other setting your child attends or may attend;
- (4) third party processors that are subject to confidential non-disclosure agreements;
- (5) as required by Court Order, law or regulation; and with the relevant authorities in accordance with its policies and procedures and regulatory requirements if the Nursery suspects child abuse and/or neglect

The Nursery may transfer Personal Data outside of the UK to countries and the European Union subject to the requirements of data privacy laws. For full details on Smithfield House Children's Nursery Privacy Policy see www.smithfieldnursery.co.uk

Complaints

If you wish to make a complaint you may do so by writing directly to the Nursery Manager who will respond within five working days of receiving your letter. You may also contact Ofsted directly, please see their website for further details.

www.gov.uk/government/organisations/ofsted

Nut Policy

Please be advised that although we operate a no nut policy in our kitchen, we cannot guarantee children will not come into contact with nuts while out on trips.

General

1. The Nursery will not be responsible for any items left by you at the Nursery, including without limitation, push chairs, prams, car seats and clothing.
2. The Nursery may unilaterally change any provision of this Agreement without notice to you, where such change arises from regulatory or legislative requirements.
3. The Nursery may make any other changes to this Agreement on giving to you not less than one month' prior notice in writing.
4. This Agreement shall be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.

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