Smithfield House Children's Nursery

14 West Smithfield
London EC1A 9HY
T. 020 7236 1000
E. office@smithfieldnursery.co.uk
www.smithfieldnursery.co.uk

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 Our Ofsted Registration No. EY425982

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/us" 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

Formation of the contract:
A contract for the Services will be formed between you and us once you have given us a signed, fully completed registration form, one month's fees as deposit along with a £150 non-refundable registration fee. This is **not** your first month's fees.
These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

- A Welcome Letter confirming place secured and an agreed start date issued to you by us.
- A Payment Contract issued and signed by you and us,
- A Parents as Partners agreement that is signed by you and us.

In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

Reserving Your Child's Nursery Place:
Following your show round you will be provided with a Welcome Pack, which will include an enrolment form, our Terms and Conditions, Prospectus, Price Structure, information regarding how we manage funding, a Calendar for Term Time dates when funding can be claimed for Term Time children only and a Department of Education Funding form. If you would like your child to start with us you need to confirm, via email to office@smithfieldnursery.co.uk or, phone call to the Nursery Tel: 0207 236 1000. You should confirm the date you would like your child to start, and the days/sessions you would like them to attend. A deposit will be required along with a non-refundable £150 registration fee.

Securing a Place at the Nursery
A child's place at the nursery is confirmed once the **deposit** and **registration fee** have been received, together with all required documentation, fully completed and returned to us. At this stage, a **Welcome Letter** will be issued, confirming the child's place. From this point, both parties are committed: parents to taking up the place, and the nursery to provide it.

Forfeiture of Deposits

- The deposit is **non-refundable**.
- Should parents decide, prior to their child's start date, not to take up the place, the deposit will be forfeited.
- Failure to follow the notice period procedure, the deposit will be forfeited
- If a place is surrendered within six months of the agreed start date, the deposit will also be forfeited.

Notice Period
Parents are required to provide a minimum of **one full calendar months' notice** in writing to withdraw their child from the nursery.

- Notice provided partway through a month will not begin until the **first day of the following month**.

- *Example: If notice is given on the 10th of the month, the notice period will commence on the 1st of next month.*

Final Month's Fees
When notice is given:

- Parents should **not pay fees for the final month**.
- The original deposit, paid at registration, will be applied (in part or full) towards the final month's fees.
- No refunds or additional returns of monies will be made.

Nursery Fees:
Please see the current Fee Structure Page as to dates when payments are required, interest is payable on overdue payments, additional fees payable for late collections and failed payments, and other ancillary charges.
For the avoidance of doubt no refund will be given for days when the Nursery is closed for Bank Holidays or other designated days, nor for days when 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 as is the case with all UK nurseries as costs are still incurred by the nursery.

Charges and Payments:
Monthly Invoices will be emailed to you around the 18th of each month, showing the exact number of sessions agreed through your payment contract that your child attends each month; therefore, the amount of your monthly invoice may change from month to month. Invoices also state the due date.
Payment by cash is not accepted.
Where the Child is unable to attend, but our service remains available full charges will be due.
We will charge for bank holidays.

VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked and paid for at least 24 hours in advance or within 24 hours of being utilised.

The charges must be paid monthly in advance by the **last working** day of the month as per the invoice.
For example:
January's fees fall due on the last working day of December
February's fees fall due on the last working day of January and so forth.

We may increase our charges depending on the financial climate. We will give you written notice of any such increase at least one month before the proposed date of increase.

Without restricting any other legal rights that we may have, if you fail to pay us on time, we may:

- Apply a late payment charge which is currently £56.00.

and:

- Suspend all services until payment has been made in full, which will include the suspension of the child's place, or even terminating the contract permanently.

If you owe us any money, and make a claim against us, we may offset what you owe us against what you claim from us.
All payments must be made by BACS transfer/Faster payment, Tax Free Childcare or Childcare vouchers. All payments must be made so that it clears in our bank account by the last working day of

the month. Fees are paid in advance **not** in arrears. If payment is not cleared by the last working day you will be contacted and if your payment is not cleared by the 1st of the month, you will be charged the current late fee. If any amount is still outstanding on the 3rd of the month, we will write to you to confirm non-payment, and your child will be excluded from the Nursery until the account is settled. If you fail to settle your accounts by the last working day of the month on repeated occasions, then we may cancel the child's place at the Nursery permanently and any deposit held by us will be offset against any outstanding debts, any balance after monies have been deducted will be returned.

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.

Extra Sessions:
Extra sessions must be paid for at the time of booking. Any extra sessions cancelled with less than 24 hours' notice will not be refunded. Extra sessions cancelled with more than 24 hours' notice will be credited against the following month's invoice. No monies will be refunded**.**

We do not allow days to be swapped. There is a charge for changes to sessions of £35 per time.

Payment by Tax Free Childcare
Any parent paying fees with Tax Free payments can also pay the deposit and registration fee by this method**. However,** due to tax and national insurance benefits attached to third party payments, these cannot be refunded as cash by bank transfer when the place is surrendered.
Please refer to Forfeiture of Deposits above.
For Faster payments please use your child's name as the reference for the payment so we can allocate the funds correctly. Please note that if monies are paid by a non-UK bank, charges are incurred and these will be passed on to the Parents. Our account details are:

Barclays Bank	
Account Name:	Smithfield House Children's Nursery Ltd
Sort Code:	20-68-79
Account Number:	13307484
IBAN	GB03 BUKB 2068 7913 3074 84
Reference	Child's Name

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 Dates" document provided which sets out the dates when the Nursery is closed. Children are required to attend the Nursery for a minimum of five half-day sessions per week.

Government Funded nursery education:
If you wish to take up your child's Government funded nursery education, you are required to complete and sign a Parent/Carer Funding Declaration form on a termly basis, detailing how and when you will take up the funded sessions. Our charges will not be made in respect of the funded sessions as detailed in the Parent/Carer Declaration, but we are entitled to make a reasonable charge for meals or

additional activities provided during any free session. Meals are charged at the current rate as per our fee structure or as part of the extra sessions attended. These places are offered on a first-come, first-served basis. All documentation provided to you for completion must be actioned immediately. The normal fees will be payable should forms not be completed within the timeframe given. All funding codes must be renewed/reconfirmed every three months. Failure to comply will result in regular fees being due until the following term.

Contact Details:
You must also provide the Nursery with up-to-date contact details for the child's authorised adults and for any such person you nominate to contact the Nursery concerning your child or to pick up your child from the Nursery. (See Collection Section) You must provide the nursery with a password and a photograph of any person other than yourself who has authorisation to collect your child. This can easily be uploaded onto Famly. There must be an emergency contact person in case we are unable to contact you for emergencies should they occur. Please be advised that if a person looks under the age of 18 years old, they will need to provide appropriate ID to confirm their age. We will not allow the child to leave unless these steps are followed.
Please see our Late Collection and non-collection of children policy.

Court Orders:
It is important to talk to us if there is any Court Order or signed Custodial Agreement relating to any care arrangements for your child, you must provide the most up-to-date copy to the Nursery. It is your responsibility to provide us with any further amendments to that Order.

Your Child's Health and Care Requirements:
You confirm that in the Enrolment 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 this, 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 child's first 'settling in' session at the Nursery you will also be required to produce your child's immunisation records to prove that your child is fully up to date with all immunisations. (This information is available in your child's red book or a printed version from your GP.) In addition to this, the nursery must have sight of your child's birth certificate. The nursery will retain the birth certificate number only on file.

Collection:
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 to your child's collection; however, if we are unable to do so, we will 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, which is currently £25 per 15 minutes to cover additional staff costs. 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. Please note that we are unable to hand your child back to you or your authorised contact if you/they appear to be under the influence of drugs or alcohol.
Please see our Late Collection and non-collection of children policy.

Notification of Absence:
If, for any reason, 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 0207 236 1000, emailing office@smithfieldnursery.co.uk or messaging on the Famly app that we all use.
Please see our Attendance Policy.

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 loose bowel movement /sickness episode or cleared to return to Nursery by a doctor to ensure that they are no longer contagious and are back to full health.

Prescribed Medication:
The nursery will give prescribed medication to your child when prescribed by your doctor. The medication needs to be handed into the nursery in its original bottle/tube/package, with the dispensary label, administration/dose, and storage instructions clearly visible. The label and medication **MUST** be written in English and produced in the UK. A medication form will be sent to you via our Famly app for you to acknowledge by return. If your child has been prescribed anti biotics of any kind, as per our nursery policy, your child must stay at home for the first **24 hours** to ensure that they do not have an adverse reaction to them.

Over the counter medication:
Over the counter medication, such as Calpol, will only be administered to your child once by the nursery team. You will be notified of this at the time of administration and the reason for it being administered. If it is deemed that your child requires a further dose, you will be called, asked to collect your child and advised to seek medical attention to rule out any illness. A medication form will be sent to you via our Famly app for you to acknowledge by return.

Accidents and Injuries:
Although appropriate risk assessments and control measures are in place for the nursery's premises, activities and outings, it is still common for children to have minor accidents/incidents whilst at nursery. If your child sustains an injury, however small, you will be informed of the accident/incident and any injury sustained. The nursery will administer basic first aid to your child if required and advise you of what first aid has been given. A form will be sent to you via our Famly app for you to acknowledge by return.

Injuries sustained at home:
Should your child arrive at nursery showing any signs of injuries, a staff member within your child's room will enquire as to how/when the injury happened. This information will be recorded, and you will be sent a form via our Famly app for you to acknowledge by return.

More serious injuries:
In the unlikely event that your child were to sustain an injury beyond our capabilities as first aid providers, the nursery will call you immediately and advise you of the injury sustained. To avoid any delay in treatment, a member of the management team will take your child to the nearest A&E department or request an ambulance to take your child to hospital if they feel your child should not be moved. The staff member will accompany your child along with your child's records held on file containing your child's NHS number. Should this happen, you will be advised to go directly to the hospital to meet your child and the staff member.

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

Sunscreen:
We will, in warm weather, apply sunscreen to your child before they go outside. Due to child allergies, you must provide your chosen sunscreen clearly labelled with your child's name to enable us to take your child on daily outings. Please be aware of 'Best before dates on sunscreen'.

Outdoor 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.

Parents as Partners:
At Smithfield House Children's Nursery, we believe that parental 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 all 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.
- Support the Nursery with child's 2-year health check held at the setting.
- 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 the Nursery.
- Follow our sickness and time away from the Nursery policy, to prevent illness being spread around the setting.
- 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.
- Staff are entitled to work in a safe environment. Abuse and intimidation will not be tolerated.
- During busy periods we may ask you to fold down your buggy for extra space.

Force Majeure:
The Nursery will not refund any Fees or be in breach of this Parental 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 Parental 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 months' notice in writing. 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 Parental 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 terminated automatically. Fees will continue to be payable during suspension, and the Nursery reserves the right to retain any fees and deposit.

Contracting with Nursery Staff:
If during the course of this agreement or within six 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 25% 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, please refer to our Babysitting Policy.

Privacy and Data Protection (GDPR):
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:

- To ensure a safe, healthy, and successful environment for your child.
- To administer first aid/medical care when necessary.
- To comply with Government regulations and Nursery Policies and Procedures.
- To aid in the administration of services.
- Staff training and development, and
- Market research.

The Nursery may share Personal Data in the following circumstances:

- If you receive Government Funding, the Nursery must share Personal Data with the funding provider.
- 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.
- With any other setting your child attends or may attend.
- Third party processors that are subject to confidential non-disclosure agreements.
- 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 is subject to the requirements of Data Privacy Laws. For full details on Smithfield House Children's Nursery Privacy Policy see www.smithfieldnursery.co.uk

Nut Policy:
Please be advised that although we operate a 'NO NUT POLICY' in our Nursery, we cannot guarantee children will not come into contact with nuts whilst out on trips.

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

DECLARATION – PARENT/CARER 1

By signing below –

- I hereby agree to abide by the terms and conditions as set out above.
- I understand that it is **my** responsibility to keep Smithfield House Children's Nursery informed of any changes in writing.
- When revised documents are provided to me for update purposes, I will return them completed within **3** working days to the Nursery Office or via Adobe (Fill and Sign).
- I understand that this information is an Ofsted requirement and needs to form part of my child's private folder.
- I acknowledge that Audio CCTV is in operation on these premises for safeguarding purposes only.

Signature:

Relationship to Child:

DECLARATION – PARENT/CARER 2

By signing below –

- I hereby agree to abide by the terms and conditions as set out above.
- I understand that it is **my** responsibility to keep Smithfield House Children's Nursery informed of any changes in writing.
- When revised documents are provided to me for update purposes, I will return them completed within **3** working days to the Nursery Office or via Adobe (Fill and Sign).
- I understand that this information is an Ofsted requirement and needs to form part of my child's private folder.
- I acknowledge that Audio CCTV is in operation on these premises for safeguarding purposes only.

Signature:

Relationship to Child: