

# NURSERY TERMS & CONDITIONS

## Opening Hours

The Nursery is open 07.30hrs to 18.00hrs Monday to Friday excluding bank holidays. The nursery will be closed from lunchtime on Christmas Eve, then for the working days between Christmas Day and New Year's Day. The nursery will also close for 3 staff training days per year. At least three months' notice of these days will be given to all parents.

## Terms & Conditions

Below are the standard terms and conditions of 22 Street Lane Holdings Ltd (Trading as 22 Street Lane Nursery) detailing the basis of the contract (contract) between the nursery and you, the parent or guardian (parent/guardian) of the child detailed (child) in respect of the provision of the nursery services as detailed (contracted services).

### 1 Confirmation of Booking

**1.1** On receipt of the completed registration form and payment of the non-refundable registration fee of £249, the nursery will check availability in line with its Admissions Policy. You will receive a letter or email within 7 days of receipt, confirming your acceptance on our waiting list. If at this time, we are able to offer the requested sessions or agreed alternatives, you will receive a request for a deposit equivalent to two weeks to secure the days and agreed start date. Upon receipt of the deposit a letter will be sent to you (typically sent by e-mail with an attachment copy of your terms and conditions), this contract will come into effect and the contracted services will be confirmed.

**1.2** A deposit payment equivalent to 2 weeks fees will be due in advance of your child's start date. Typically, this deposit will be returned on termination of your contract with 22 Street Lane Nursery (see clause 5.5). In the case that the requisite written notice (see clause 5.1) is not received for the termination of contract for a child who has not commenced at 22 Street Lane Nursery the deposit will become non-refundable.

**1.3** Parents who require full time places, earliest start dates or parents requiring multiple places at 22 Street Lane Nursery will be given priority.

### 2 Calculation of Fees and Charges

**2.1** Nursery fees are calculated as a monthly average to create a fixed monthly fee, based on a rolling 52 weeks and are then divided by 12. No deductions shall be made to full time nursery fees to take account of public holidays or the working days, between Christmas and New Year when the nursery is closed or on staff training days.

**2.2** No deductions shall be made to any fees to take account of periods of absence, for whatever reason (including but not limited to illness, holidays or temporary exclusion for whatever reason), by a child from the nursery.

**2.3** The nursery may from time to time increase fees or other charges by giving none less than one month's written notice of such increases.

**2.4** The nursery will be closed on the working days between Christmas Day and New Year's Day and all Public Bank Holidays. If your booking pattern falls on these days, no deductions shall be made to any fees or charges payable under this contract to take account of the fact the services shall not be provided on these days.

**2.5** A late penalty charge will be made for collection a child by a parent/guardian; this will amount to £15 for each 15-minute period (or part thereof) outside of the contracted services hours.

### **3 Payment of Fees**

- 3.1** Fees are payable monthly in advance on 1st of each calendar month by direct debit only.
- 3.2** Other fees or charges payable in addition to the monthly fees chargeable shall be paid by direct debit on the first day of the month following the month in which such additional fees or charges arose.
- 3.3** Partial or full payment of fees (including payment made by childcare vouchers) must be received and cleared in the parent/guardian's nursery account by the 15th of the month. Any childcare vouchers received from the 16th will not take effect to reduce the direct debit payable for that month. They will instead be held and deducted against the fee invoice of the month thereafter.

### **4 Non/Late Payment of Fees**

- 4.1** The nursery regards non- or late payment of fees or other charges as a material breach of this contract. A fixed administration charge of £25 is payable in respect of any direct debit instruction issued to the parent/guardian's bank/ building society in respect of fees or other charges payable under this contract which is either not initiated by that bank/building society or is not received by the nursery as required by clause 3.1. In the event of non-payment or late payment of fees in breach of this contract the nursery shall serve written notice of such non- or late payment requiring payment to be made within 7 days of the date of the notice on the parent/guardian. The nursery reserves the right to make an administrative charge of £67 for each such notice served.
- 4.2** In the event that any fees or other charges are not paid within 7 days of the date of the notice of non-payment served under clause 4.1, the nursery reserves the right to terminate the contract without notice thereafter.
- 4.3** Notwithstanding clause 4.2, any service of notice to terminate shall constitute formal demand of all outstanding fees and charges.
- 4.4** Upon termination of the contract, the nursery shall have no further obligation to provide the contracted services in accordance with clause 5.4.
- 4.5** The nursery reserves the right to charge interest on a daily basis on any outstanding fees or any other sums due here under from their due date until the date of payment. Interest shall be charged at the rate of 4% per annum above the base rate of the Bank of England from time to time.
- 4.6** In addition to any sums payable under clause 4.5 or otherwise under this contract, the parent/guardian agrees and undertakes to indemnify the nursery for and against any and all costs, fees, charges and expenses the nursery may incur as a result of or arising from late or non-payment of charges payable under this contract, including, but not limited to, for the avoidance of doubt, any and all legal and other professional fees and expenses it may incur as a result of instituting legal or other proceedings against a parent/guardian for non or late payment of charges properly due and owing to it under this contract.

### **5 Termination of Contract**

- 5.1** This contract can be terminated by either party giving the other party not less than 6 weeks written notice of termination, save for in the case of children who have not yet commenced at 22 Street Lane Nursery, whereby 12 weeks written notice is required to be given to the nursery by the parent/guardian. To be valid, any notice of termination served by a parent/guardian must be addressed to the 'Nursery Manager'.
- 5.2** In the event of termination of the contract for children currently in attendance without the requisite notice by a parent/guardian as set out in clause 5.1 above, the parent/guardian shall immediately pay to the nursery a termination fee equal to 6 weeks fees in addition to any other fees or charges arising in respect of the month in which the contract is terminated.
- 5.3** The nursery will not tolerate any abuse, whether verbal or physical, of its team members by parents/guardians. In the event of such abuse the nursery reserves the right to terminate this contract immediately without notice and to exclude that parent/guardian's child in accordance with clause 7.1(b)
- 5.4** Upon termination of the contract for whatever reason, whether by notice or otherwise, the nursery shall have no further obligation to provide the contracted services.
- 5.5** The deposit payment for children leaving the nursery will be returned on the condition that all fees are paid in full and the requisite 6 weeks' notice has been provided. The final deposit will be returned within 6 weeks of the child's leave date.

## **6 Variations or Amendments**

**6.1** Variations or amendments may only be made in respect of the contracted services by a parent/guardian if written notice of such variation or amendment is given to the Nursery Manager in accordance with clauses 6.2 to 6.5 below.

**6.2** Parents/guardians whose children have commenced their childcare at the nursery shall give not less than 4 week's written notice of any required reduction in the contracted services. Where less than 4 weeks' notice is given, the nursery reserves the right to continue to charge in full for the contracted services up to the date on which the 4 weeks' notice would have expired if it had been given.

**6.3** Parents/guardians whose children have not yet commenced their childcare at the nursery shall give not less than 12 weeks written notice of any required reduction in the contracted services. Where less than 12 weeks' notice is given, the nursery reserves the right to charge a one off fee equal to the daily rate of the originally contracted sessions.

**6.4** Parents/guardians whose children have not yet commenced their childcare at the nursery wishing to defer a contracted start date will receive their deposit back, subject to the requisite 12 weeks written notice being received and the child will be returned to the waiting list and offered a place subject to availability in accordance with our Admissions Policy.

**6.5** The nursery may, in its absolute discretion, take the decision to close without prior notice, due to adverse weather, or other circumstances outside the nursery's control. If the nursery should close in such circumstances, the nursery shall be under no obligation to provide the contracted services or to provide alternative care facilities for the child and the parent/guardian will not be entitled to any refund of fees.

**6.6** The nursery may in its absolute discretion change any of its terms and conditions upon giving parents/guardians not less than 4 week's written notice of same

## **7 Exclusion/ Withdrawal of Child**

**7.1** The nursery reserves absolutely the right to refuse admission to a child or exclude a child from the nursery on a permanent or temporary basis for the following reasons:

- (a)** where care of a particular or specialist type is either required by the child or requested by the parent/guardian and the nursery is unable to provide same or the parent/guardian refuses consent to the provision of same by the nursery; or
- (b)** the behaviour of the child or parent/guardian is such that the nursery, in its absolute discretion, considers that their presence at the nursery or their actions are detrimental to the health, safety or wellbeing of the child itself, any other child at the nursery or any team members.

So far as it is reasonably able to do so in the circumstances, the nursery shall communicate its reasons for the exclusion in writing to the parent/guardian prior to any such exclusion being affected.

**7.2** Permanent exclusion of a child under clause 7.1 shall immediately terminate the contract whereupon clause 5.4 shall apply

## **8 Medical Conditions**

**8.1** Each parent/guardian undertakes to advise the nursery immediately in writing upon them becoming aware that any of the information supplied in the initial parent information forms completed by the parent/guardian on entry to the setting is incorrect or requires amendment. Any such notice should be addressed to the 'Nursery Manager'.

**8.2** The nursery reserves the right to refuse to admit or provide childcare to any child in accordance with the nursery's policy on Medical Conditions as notified to parents/guardians from time to time.

**8.3** If your child has a severe medical condition, the nursery will require a meeting prior to confirming a place to complete a risk assessment and training plan to verify that we are able to offer suitable childcare for your child.

## **9 Illness**

**9.1** If the child is unwell and cannot attend the nursery, we politely ask that the parent/guardian, inform the nursery by 9.30am on the day on which the child was due to attend.

**9.2** The nursery reserves the right in line with its illness policy (in its absolute discretion) to refuse to admit the child if he/she appears to be unwell.

**9.3** If the child becomes unwell during the day, the parent/guardian must arrange for the child to be collected as soon as possible upon notification from the nursery.

**9.7** In the event of a pandemic, parents/guardians are required to follow all government advice in conjunction with the nursery's operational policies to ensure the safety of all staff and families that frequent the nursery.

## **10 Late Collection**

**10.1** Parents/guardians undertake to provide the nursery with as much advance notice as is possible in the circumstances regarding any late collection of a child. In the event of late collection, the nursery shall charge a fee in accordance with clause 2.6.

**10.2** The Late Collection Policy shall form part of this contract

## **11 Non-solicitation of team**

**11.1** The parent/guardian undertakes that they shall not, during this contract or for a period of 6 months following termination of this contract, employ, solicit or entice away or seek to entice away from the nursery's employment any person who was employed by the nursery at the date of termination of this contract or in the 6-month period prior to the termination of this contract.

**11.2** The parent/guardian agrees that in the event that clause 11.1 is breached by them they will immediately pay the nursery a sum equal to 2 month's salary of the relevant employee so employed, solicited or enticed away by them, which sum the nursery estimates it will cost to replace the said employee.

## **12 Limitation of Liability**

**12.1** The nursery shall have no liability whatsoever to any parent/guardian or child in relation to loss of or damage to the goods or property of any parent/guardian or the goods or property of any child admitted to the nursery (even if such loss is caused by the nursery's negligence). Any property brought by the child or the parent/guardian to, or left by them at, the nursery is done so entirely at their own risk. This includes use of the car park and your car and contents. Parents/Guardians should only use the disabled bays in the car park if they are a registered badge holder.

**12.2** Subject to any other provisions of this contract:

**(a)** The nursery shall not be liable for any special, indirect or consequential loss (all three of which terms include, without limitation

## **13. Compulsory Uniform for children over 2 years old**

**13.1** All children, attending the Cygnets and Swans room will wear a uniform. When a child moves to or starts in the Cygnets room (for 2 - 3 year old children), he or she will be required to wear the nursery uniform. This should be purchased by parents directly from the uniform provider at the following address; Rawcliffes Schoolwear Centre, 617 Roundhay Road, Oakwood, Leeds, LS8 4AR. Contact telephone number is 0113 2494025

**Please sign to say that you have read and understood these terms and conditions**

**Child/Children's Name/s:** \_\_\_\_\_

**I/We have read, understood and agree to the Parents Terms and Conditions and know this is a legally binding contract.**

**Parent One:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent Two:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_