

Welcome to Rise and Shine Day Nursery



Contract & Terms and Conditions

Terms and Conditions

Please take the time to read the following terms and conditions as it will help us provide and maintain the highest standards of care for young children.

The terms and conditions in this document represent the key elements of our booking agreement. However, as you can appreciate there is a significant amount of day to day detail that cannot be contained in one document. All information if available on our website for you find at any time.

Your acceptance of these terms and conditions is initiated at the booking and registration stage. Whilst this agreement has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time at Rise and Shine Day Nursery is dependent on the partnership between the Nursery and our parents and carers. Please do not hesitate to let us know if you wish to discuss these terms further.

1. Booking and Registration

1.1 The booking is not complete until this contract has been signed and returned to the nursery. A deposit of a one day session is required to reserve a place beyond 6 months.

1.2 If you are unable to pay the booking deposit at the time of the completion of this form but want to secure your child's place, then we are able to accept the payment up to 14 days after the date of this form. Extensions beyond 14 days will be governed by other bookings coming into the Nursery and are at the discretion of the Nursery Managers.

1.3 Where a booking is for a start date of up to 3 months ahead, we may be able to accommodate a deposit by instalments. Please discuss this with one of the Nursery Managers.

1.4 Unfortunately, should you cancel your place, the deposit will become non-refundable due to the fact that we have had to turn someone else away to secure the place.

1.5 Changes to your booking **before** the start date

Changes that do not reduce the number of sessions booked, to swap days for example, or changes to increase the number of sessions booked, can be made as available and may affect the deposit. Decreasing the amount of sessions booked will be reasonably considered and taking into account the specific circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your booking and withhold all or part of your deposit if the decrease is greater than one full day or two half day sessions or there is an unreasonable delay to the start date.

1.6 Changes to your booking **after** the start date

Swapping and increasing sessions can be considered as detailed in the previous point. If we cannot accommodate your request to increase or change sessions, then we can put you on a waiting list or you may wish to terminate your booking giving 4 weeks' notice. Decreases to your booking require 4 weeks' notice also. We reserve the right to cancel your booking and withhold part or all of your deposit if the decrease is greater than one full day or two half day sessions.

1.7 Prior to making your booking we can provide up to 5 settling in sessions free of charge. In the unlikely event that your child does not settle into the Nursery, (1) the parent/carer may terminate the

booking with 2 weeks' notice and with no loss of deposit. (2) The Nursery reserves the right to terminate the booking giving two weeks' notice if we feel we have acted with all due care to settle your child and in our opinion it has been unsuccessful. Before taking such action, we will investigate any special needs resources that might be available to help settle your child.

1.8 We do not charge a registration fee.

1.9 If your booking is for a full-time place (10 sessions per week), and the place is confirmed by us, it is not possible to reduce the booking for 8 weeks after commencement. After this time, the Nursery require 4 weeks' notice of any changes.

1.10 Once a place has been taken up (excluding full-time places) the Nursery requires 4 weeks written notice of any changes.

2 Fees and Financial

2.1 All on-going fees are payable in advance by BACS or Childcare Voucher on the first day of the month to which they relate before charges may be incurred. Responsibility for paying fees resides with the parent or legal guardians of the child.

2.2 Fees are calculated weekly and are payable on a calendar month basis.

2.3 The Nursery is closed at weekends and Bank Holidays and our fees are structured accordingly.

2.4 The Nursery has already adjusted our fees to take into account that we are closed during Bank Holidays. Further discounts for Nursery closure may be offered in exceptional circumstances and assuming the closure is within our control.

2.5 If your child's start date is part way through the month then we will invoice you for the actual sessions taken and begin the calendar month calculation the following month.

2.6 Fees are reviewed normally once every year. Any changes to the fee rates will be notified to you with at least 8 weeks' notice.

2.7 All invoice information will be accessible through our BabysDays app. We can provide statements of account on request.

2.8 Extra sessions will be payable in arrears by Direct Debit.

2.9 There is no VAT to be paid on any of our charges.

2.10 We are unable to refund any fees for sessions not attended due to illness, isolation periods, absences or where the Nursery is forced to close due to circumstances beyond our control. See section 3 of this agreement.

2.11 There is a late payment fee of £25 for any fees unpaid after the 1st of each month. A further £25 will be incurred every week after. The Nursery reserves the right to charge interest on late fees of 2% above the Bank of England base rate. Children may be excluded from the Nursery fees remain outstanding beyond 14 days from their due date.

2.12 There is a minimum booking commitment of one full day or 2 half day sessions. Bookings must be made in the same week. It is not possible to swap days, i.e. a normally booked Thursday is swapped for a Friday on a one off basis. Additional days can be accepted as a chargeable extra and are subject to availability.

2.13 Our fees apply to normal opening hours of 7.30am - 6pm for a full day, 7.30 - 1pm for a morning session and 1pm - 6pm for an afternoon session. Fees are calculated evenly by calendar month and are discounted to reflect that fact that the Nursery is closed on Bank Holidays. We do not provide discounts periods of absence.

2.14 Each child receives 2 weeks holiday discount (50%) per year between January and December. The discount can only be applied for a full week and not split into days. At least 1 month notice must be given for holiday periods.

2.15 Breakfast is available at an extra cost of 50p per day. This runs from 7.30am - 8.15am. Please let your child's room supervisor know if you require breakfast and this will be added to your monthly invoice accordingly.

2.16 We offer an early opening time on request to accommodate a range of shift patterns. Please speak to the Nursery Managers about this and this will be added to your monthly invoice accordingly.

2.17 Because of the staffing and resource requirements set out by CIW, children who are collected after the agreed time (1pm or 6pm) will incur a late collection charge. If a child is collected later than their contracted time a standard charge of £15.00 for every 15 minutes or part of it will be added to your monthly bill.

2.18 Discounts are available for siblings in the Nursery. The discount is provided to the child/ children with the lowest contractual days and remains in place until one child leaves. The rate of this discount is 10% for each additional child.

2.19 Please speak to a member of staff about any other existing discounts at the time of booking.

COVID-19

2.20 If your child has to self-isolate normal fees will apply.

3 Termination and Suspension of Childcare Services

3.1 You may end this agreement by giving 4 weeks' notice in writing. Specific reason needs to be given, although naturally we would wish to understand the reason for the termination.

3.2 Specifically, you may end this agreement with immediate effect if (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 of being requested to do so (2) we change any of the terms and conditions in an unreasonable manner.

3.3 Specifically, we reserve the right to end this agreement with immediate effect if (1) you have not paid the agreed fees (2) you have breached your obligations under this agreement and you have or cannot put right that breach within a reasonable period of being requested to do so (3) your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children in the Nursery (4) financial, business or commercial reasons compel us to radically change the nature of the Nursery's operations, including but not limited to permanent closure of the Nursery, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy. Naturally, we will provide as much notice as possible given any of these events.

3.4 We may suspend the provision of childcare for any of the above reasons and in addition

(1) If your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Nursery. The suspension will continue whilst we try to resolve the problem in conjunction with the parent / carer. (2) where forces beyond our control compel us to either close the Nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the Nursery, industrial action affecting travel to and from the Nursery, an CIW investigation or any other reasonable incident not in our control. In the event that the Nursery is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents / carers due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimise the disruption to service and cost to parents or carers. None of the above compromises your statutory rights if the Nursery has been negligent.

4 Staffing

4.1 Staff are checked on commencement with the Nursery through the Disclosure and Barring Service to ensure there are no safeguarding issues of which we need to be aware. Suitable person checks also include but are not limited to identity verification, qualification checks, and personal and employment references, medical checks and where applicable visas or permits to work in the UK. In some cases, because of the length of time that this process takes, a person may start work pending clearance provided they are at no time left looking after children on their own.

4.2 The Nursery observes the CIW regulations relating to staff and children ratios, currently 0-2 years 1:3, 2-3 years 1:4 and 3 to 5 years 1:8. In practice our ratios exceed the minima.

4.3 Where a member of staff, within 3 months of leaving the employment of the Nursery, is employed by a parent/carer to care for their child, who was previously registered at the Nursery, then the parent / carer will be liable to pay a sum equivalent to two month's salary for the employee at the time their employment with the Nursery terminated.

4.4 Parents/carers may ask staff to baby-sit outside Nursery hours. This is a contract between parent/carer and the member of staff, and the Nursery takes no responsibility.

5 Health, Safety and Absence

5.1 It is understood that the Nursery is under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or carer, in accordance with our Safeguarding Children Policy.

5.2 Intimate care can be provided by a male or female member of our staff and can include feeding, washing, dressing, toileting and nappy changing. In instances where a parent or carer has requested that a particular member of staff perform certain activities, other members of staff will be

informed and a full explanation given. Naturally, any confidentiality will be observed. Furthermore, the Nursery will ensure that practitioners' employment rights are not infringed.

5.3 The Nursery is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender and social background and to enable equal access to the curriculum in an environment where every child is valued and respected. Parents and carers must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.

5.4 In fairness to all our staff and to the clients and children that use our facilities we expect reasonable standards of behaviour at all times. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Nursery. Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. We ask all parents / carers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.

5.5 All Nursery lunches, puddings and snacks are prepared on site. Vegetarians and special dietary requirements are catered for. A copy of the weekly menu is displayed on the notice board/door. Please ensure you keep us notified about your child's dietary needs and preferences.

5.6 We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Nursery to contact the parents but failing this, we are hereby authorised to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source. We will administer prescribed medicines if parents complete a 'Medicine Consent' form; however, the first dose of medicine must be given at home and parents must take all medicines home at the end of each day unless otherwise agreed.

5.7 We may require parents to withdraw their child from Nursery, in the event that they require special medical care or attention, which is not available or refused by parents or it is considered that the child is not well enough to attend Nursery. We may also ask parents to withdraw their child from Nursery, if we have reasonable cause to believe that they are or maybe suffering from or have suffered from any contagious disease/infection and there remains a danger that other children at the Nursery may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at Nursery; however, we will publish infection notices in the Nursery to keep you informed. Parents are requested to inform the Nursery if their child is suffering from any illness or sickness before attending Nursery.

5.8 Parents are requested to inform the Nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform the Nursery of any changes/progress to the condition, in writing, when they become aware. Parents are requested to inform the Nursery of any changes to key information.

5.9 Children who are unwell should not attend the Nursery. Children who have suffered from sickness or diarrhoea will not be admitted back to Nursery within 48 hours after the last bout. If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable

other authorised contacts will be called. All other procedures can be found in our policies on Babysdays.

5.10 We suggest that all personal toys, books or other equipment are left at home. Comforters can be brought into the nursery.

5.11 The Nursery provides a car park when dropping and collecting your child. Please ensure your child is supervised at all times in the car park. Do not park close to the buildings and be aware of your speed. The Nursery is not liable for any accidents or injury whilst customers are using the car park.

5.12 Children should come in normal day clothes. Please avoid 'designer' clothes as accidents can happen. A change of clothes should be provided, in a labelled bag. Please label your child's clothes to help avoid items going missing or being misplaced. The Nursery does not accept responsibility for accidental injury or loss of property, although we take very good care of child property whilst in the Nursery.

5.13 The Nursery does maintain those insurances required by law. Details are posted in the Parent Reception Area.

5.14 The Nursery acknowledges its duty of care to uphold the Statutory Guidance issued under section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalisation.

6 Security and Publicity

6.1 As part of the nursery's fulfilment of the Welsh Curriculum we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or carer. Our guidelines are as follows (1) Photographs in the Nursery are only taken with Nursery cameras or authorised devices such as Tablet computers. (2) Staff mobile phones with or without cameras are not allowed in the playrooms or the garden. (3) Photographs taken of the children are stored on the Nursery computer and are password protected. (4) Photographs are vetted for suitability before being printed or published. (5) All children are dressed appropriately before pictures are taken. (6) No photographs are taken in sensitive areas such as toilets or nappy changing rooms. (7) Parents are requested not to use their mobile phones within the Nursery premises unless absolutely necessary. If you do **not** wish your child to be photographed or recorded please inform the Nursery in writing.

6.2 The Nursery also operates a CCTV system which is for security purposes only and is not connected to any exterior network other than for remote maintenance by the Proprietor or authorised CCTV engineer.

6.3 If your child is going to be collected by someone other than yourself the Manager will require prior notification and an agreed password. It is the responsibility of parents to keep us informed of any changes in contact numbers.

6.4 Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent or carer has previously arranged this. If the parent / carer has made alternative arrangements by telephone, the Nursery will require the name, address and

telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery. A list of responsible adults who are authorised to collect the child should be given to the Nursery Manager. The Nursery does also use a password system for entry to the building.

6.5 We observe the Data Protection Act 1998 which is a statutory act of the government of the United Kingdom of Great Britain and Northern Ireland. The Act defines what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular The Act states that personal data relating to individuals must be stored securely and only used for legitimate purpose.

7 Funding

7.1 Rise and Shine offers Early Education sessions. Children who are eligible for EE sessions receive 10 hours per week (9:00-11:30 Monday to Thursday). These are set sessions and hours cannot be moved.

7.2 Parents who require 'wrap around' the EE sessions, can book a morning or full day wrap around.

7.3 Afternoon sessions can also be added to EE sessions at the current rate.

7.4 Childcare offer funding may only be used towards full nursery sessions, 7:30-18:00/ 7:30-13:00/ 13:00-18:00/ Breakfast club/ Lunch club. Hours not covered by funding will be charged at the current hourly rate/ session rate.

7.5. Rise and Shine Day Nursery charges a consumable rate for funded Breakfast/ Lunch club and funded afternoon sessions to cover food/ nappy/ wipes etc.

7.6 Holidays taken will still be charged/ funded as usual and if the holiday is not covered by funding full childcare fees will apply.

7.7 Funded holiday weeks must be selected at the beginning of entitlement.

7.8 Rise and Shine offers Flying Start sessions. Children who are eligible for Flying Start receive 12.5 hours per week (9:00-11:30 Monday to Friday). These are set sessions and hours cannot be moved.

7.9 Parent's who require 'wrap around' the Flying Start sessions, can book a morning or full day wrap around.

7.10 EE and Flying Start sessions are term time only.

8 Flexible Working Contracts

8.1 Rise and Shine Day Nursery offer flexible working contracts.

8.2 Parents must choose a minimum number of contracted days per month. You will be charged for this amount regardless of use. Rise and Shine reserves the right to change this based on average days used.

8.3 Contracted days will be reviewed regularly to ensure they are in line with the average amount used monthly and will be changed in accordance to this.

8.4 All flexible dates must be given at least 1 month in advance or dates given cannot be guaranteed.

8.5 Flexible sessions are charged at a higher cost. Please see current nursery fees.

8.6 Flexible contracts require a minimum of 2 full days a week or equivalent.

9 Other

9.1 If you have any complaints about the service that we are offering, please follow our complaints policy.

9.2 Rise and Shine Day Nursery has a weekly class to support children's learning and development. The parent contribution for this class is £5 a month. The class runs on different days each week so all children can participate in at least 1 session. If you would like to opt out of this please inform the nursery as soon as possible.

9.3 We may change the terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending the Nursery. We will give you at least one month's written notice of such change.

9.4 We will not be in breach of these terms or otherwise liable to you by reason of any delay in performance or non-performance of its obligations due to an event outside its reasonable control including 'acts of God', fire, flood, snow, lightning, war, act of terrorism, strikes or other industrial action. See section 4 for more information.

9.4 Acceptance of this agreement is implicit when you sign our booking document and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents / carers experience difficulty in fulfilling any of the conditions of this agreement, that they contact the Nursery Manager or the Proprietor as soon as possible. We will do our very best to resolve the issue. Thank you.

Policies and Procedures

Policies and Procedures: Please read on Babydays app/ website

- *Accident and First Aid Policy*
- *Additional Learning Needs Policy*
- *Adverse Weather Policy*
- *Arrivals and Departures Policy*
- *Behaviour and Biting Policy*
- *CCTV Policy*
- *Concerns and Complaints Policy*
- *Confidentiality Policy*
- *Critical Incident Policy*
- *Illness Policy*
- *Inclusion and Equality Policy*
- *Intimate Care Policy*
- *Late Collection Policy*
- *Lost Child Policy*
- *Medication Policy*
- *Pandemic Policy*
- *Privacy Notice*
- *Record Retention Policy*
- *Safeguarding Policy*
- *Settling In Policy*
- *Visits and Outings Policy*

All of these policies are available on our website and our BabyDays App. Please ensure you have read these before enrolment. Further policies are kept onsite and can be requested at any time.

Please sign below to confirm that you have read and understood the above policies and procedures and that you know where to find copies of all other nursery policies and procedures.

Signed:

Date:

Contract

****Please read and sign****

****Please leave blank sections that are not applicable ****

Child's Name:					
Preferred start date:					
	Monday	Tuesday	Wednesday	Thursday	Friday
Full Day 7.30am- 6pm					
Morning Half-day 7.30am- 1pm					
Afternoon Half-day 1pm-6pm					
Additional hours needed- charged at current fee					

Term time only yes/no

Flexible Working Contract

At Rise and Shine Day Nursery we also offer a flexible working contract. You may sign up to this type of contract with your number of contracted days used throughout the month. Please note additional fees are charged for flexible contract sessions and you **MUST** provide days 1 month in advance to guarantee sessions.

<u>Number of contracted days per month</u>	
<u>Shift Pattern Notes</u>	

I have read the Nursery terms and conditions on Babysdays and have returned a signed copy of the contract which reserves a place for my child at Rise and Shine Day Nursery.

I agree to pay fees against an invoice for the first month, or part of a month, attended by my child; and thereafter monthly in advance, due by the 1st day of each calendar month.

I have read and understood the nursery information given by Rise and Shine Day Nursery along with the registration form and I understand that refunds will not be made for periods of absence.

I understand that my funded hours can only be used towards full nursery sessions.

I understand my EE session/ Flying Start funding is only applicable for set sessions (9:00-11:30 Monday- Thursday/ 9:00-11:30 Monday- Friday).

I understand if using a flexible contract Rise and Shine Day Nursery require childcare dates a month in advance (by the 1st of the previous month). Dates given after the 1st WILL NOT be guaranteed.

I understand if using a flexible contract I am contracted to a monthly amount of days. These days will be charge whether used or not.

I understand if using a flexible contract I must book a minimum of 2 days per week.

I understand that funded holiday hours will only be applied to my chosen weeks and all other holiday periods will be charged in full.

I understand that hours that do not fall into a half/ full day nursery session are charged at the current hourly fee.

I understand that I can access all the nurseries policies at riseandshinechildcare.co.uk or on Babysdays app or in the main entrance of the Nursery.

*I have read and understood **all** policies and procedures including the Privacy Policy which states how all information provided by myself will be used and stored.*

I undertake to give one month's notice in writing if I wish to change the date of which my child is due to start the nursery, if one month's notice is not given I will be charged from the date stated on my registration form.

I undertake to give one month's notice in writing when my child's place on any day is no longer required, and to pay fees for that month.

I acknowledge and understand that on return of the registration form Rise and Shine Day Nursery will hold personal details about me and my child.

I understand my rights outlined in the GPDR Privacy Policy and opt in For Rise and Shine to store mine and my child's Personal data as outlined in the policy.

I accept all Rise and Shine Day Nursery's Policies, Procedures, Terms and conditions.

FullName.....Signed..... (Dr/Mrs/Ms/Mr/Miss)

Mother/Father/Guardian Date.....