

SCALLYWAGS NURSERY & PRE-SCHOOL LTD



Terms and Conditions

This document constitutes an agreement between the nursery and parent. The "nursery" meaning Scallywags Nursery and Pre-school Ltd. The term 'parent' refers primarily to the person or persons who are legally responsible for the child in respect of whom an application has been made for a place with the nursery.

The details you have provided in the Enrolment Contract and the Terms and Conditions set out below will make up the legal and binding agreements between us.

1 Registration

- 1.1 By completing and submitting the enrolment contract, you agree to receive a childcare service from Scallywags Nursery and Pre-school Ltd. This agreement between nursery and parent begins once the nursery has confirmed allocation to your child of a place in the nursery.
- 1.2 Scallywags nursery and pre-school offer two contracts (Enhanced Fee Contract and Funded Only Contract) which are outlined in the Fee and Funding Policy. You must specify which booking options you intend to use for your Child on enrolment.
- 1.3 I understand that the admission fee is £150 and is non-refundable in the event that I do not take up the place reserved for my child, this applies to an option 1 contract. The admission fee is £50 and is refundable if you have chosen an option 2 contract, where you are taking up a funded only place under the Early Years Free Entitlement. A registration fee is required for each child reservation.
- 1.4 I will notify the nursery of changes to parental and legal guardianship of the named child on the enrolment contract.
- 1.5 At the time of admission, the child's birth certificate should be produced for verification of name, date of birth and to confirm who has parental responsibility. This is a visual check done by management and no copies are taken.
- 1.6 I will inform the nursery of any change in contact/personal details.
- 1.7 Copies of all Scallywags Nursery and Pre-school policies are available at the nursery on request; some policies are listed on the nursery website.

2 Bookings & Opening Times

- 2.1 I agree and understand that the days and sessions that are submitted on the enrolment contract cannot be reduced within the first 12 weeks of attendance, contracted sessions are fixed and cannot be swapped to another day, even on an ad hoc basis. Any changes are subject to availability.
- 2.2 In the event of reducing or cancelling my child's booking pattern, I agree to give 4 weeks' written notice for any funded hours claimed by the nursery. For an Enhanced Fee-Paying Contract, I must give 4 weeks' written notice for the nursery to cease claiming my child's funded hours, allowing those funded hours to be used with another provider. Any private hours included within the Enhanced Fee-Paying Contract will remain subject to the full term's notice requirement, and the associated fees will continue to be payable until the end of the notice period. I understand that these notice periods are necessary to enable the nursery to manage staffing, occupancy, and funding arrangements effectively.
- 2.3 Commencement of the outlined start date can only be deferred once. Further deferrals will result in your place being cancelled.
- 2.4 Charges are due even if the child is absent. In the case of illness /holidays/ unexplained absences, I agree to pay the full fee for that period.
- 2.5 Closure due to weather conditions or other situations beyond our control affecting our ability to provide safe childcare is sometimes unavoidable. The safety of the children in our care is paramount. We shall notify you if a situation which is beyond our control arises, where the impact of such situation means that we consider that it would not be possible to provide safe childcare. In such circumstances, normal fees remain payable. We shall be under no obligations to provide alternative childcare facilities to you.
- 2.6 If you believe you may be late, please inform your nursery immediately. A late collection fee of £10 per 10 minutes will be added to your next invoice.
- 2.7 Nursery will be closed on bank holidays and weekends only, we operate an early closure at 4pm on Christmas Eve and New Years Eve. All personal holidays, bank holidays and sickness are required to be paid in full. Fees remain payable for all other celebratory/religious events.
- 2.8 Minimum number of sessions per week is dependent on the contract, see the contract for further details.
- 2.9 Extra sessions are available on the Enhanced contract only. Extra days, sessions and hours outside that of your core booking pattern may be available and can be obtained on an ad hoc basis. These must be booked directly with the nursery manager. These sessions are subject to availability of spaces and staffing requirements. These sessions will be charged at the daily rate with no funding.
- 2.10 Due to operational reasons, the nursery reserves the right to alter funded only sessions half termly, including limiting the number of funded only places available, subject to availability.
- 2.11 Government funding is intended to cover the cost to deliver 15 or 30 hours a week of funding, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional service. An Additional Service Charge (ASC) will be applied to all funded sessions to cover these costs. For more information see the fee and funding policy or speak with the nursery manager.
- 2.12 If parents/carers are unable or unwilling to pay for the voluntary meals and consumable charges on funded sessions, we request parents to speak to the nursery manager to discuss alternative options.

3 Fees and Payment

- 3.1 You agree to pay our fees on time and in full. Fees must be received 28th of the month payable one month in advance. Any other payment date must be by prior arrangement with the nursery manager. An invoice will be issued around the 20th of each month and will be generated by the nursery invoicing system.
- 3.2 It is your duty and in agreement to ensure you pay the correct invoice amounts due each month.
- 3.3 All fees will be charged in accordance with our nursery fee structure.
- 3.4 Invoice queries are to be raised prior to the invoice due date.
- 3.5 If an invoice is in dispute, the following month's invoices are still payable within the agreed payment terms.
- 3.6 Tax Free Childcare payments and company vouchers can take 5 working days to be received by us, please ensure payments are sent in advance of the invoice due date.
- 3.7 We reserve the right to make a late payment charge of £50 where fees are unpaid on the date that they are due. In addition, we will be entitled to recover from you the full amount of administration and other costs incurred in recovering any unpaid sum, including legal costs and disbursements on an indemnity basis.
- 3.8 Extra sessions will be charged in full even in the event of a cancellation or non-attendance.
- 3.9 Unattended contracted days cannot be swapped or reclaimed at a later date.
- 3.10 Nursery places will be cancelled if fees are unpaid, if a child is accessing a funded only place (option 2) these sessions will not be cancelled but a payment plan will be put in place where required.
- 3.11 The nursery reserves the right to review fees with one full calendar month's prior notice. Fees are reviewed annual in April.
- 3.12 Cash and cheque payments are not accepted.
- 3.13 Due to full or partial closure by government advice or local authority, a payment of 50% fees will be required.
- 3.14 EYF could be available for you and your child, more information is available on the government website www.childcarechoices.gov.uk.
- 3.15 See the enrolment contract for more details regarding the funded hours and eligibility

4 Child Drop off and Collection

4.1 You must collect your child in person. If you arrange for someone else to collect your child, then you must contact the nursery manager prior to collection via telephone or email and they will obtain a password to be used by the person authorised to collect your child. You must ensure that your child is collected at the scheduled time of collection.

4.2 If you are not able to collect your child at the scheduled time, you should make every effort to inform the nursery manager as soon as possible.

4.3 You will be charged £10 for every 10 minutes you are late collecting your child, additional charges will be payable on your next invoice

4.4 Scallywags Nursery and Pre-school Ltd will not release a child for collection if it is reasonably believed or has reason to suspect that the collecting person is under the influence of alcohol and/or is intoxicated by drugs. If it is reasonably believed or has reason to suspect that the welfare and safety of the child is at risk. Scallywags Nursery and Pre-school Ltd will contact the other persons named on the enrolment contract to come and collect your child.

4.5 Scallywags Nursery and Pre-school permit siblings and relatives over the age of 16 to collect a child from the nursery on behalf of parents, provided that Scallywags has been notified that the person has been given authority to do so. The nursery manager may ask to see suitable identification check of the persons age if they suspect they may be younger.

5 Parent's Specific Consent and Responsibilities

You consent and commit to the following responsibilities:

5.1 To advise the nursery in writing of any changes to the details provided in the enrolment contract before the change(s) take place or as soon as possible; to notify the nursery of any allergies your child may have or develops whilst they attend the nursery, and to complete an allergy management sheet that will be displayed in the room to ensure the nursery has up-to-date information; to inform the nursery if your child is taking or has been prescribed medication.

5.2 Any medicine brought into the nursery must be in its original container, as dispensed by the pharmacist and must include the pharmacist's instructions, your child's name, dosage and times to be administered.

5.3 To give all medication to the nursery manager or room leader and sign the appropriate forms. You should not leave any medication in your child's bag or on your child's peg; to ensure that you or another chosen responsible person is contactable by telephone at all times whilst your child is attending the Nursery, and to provide the correct telephone numbers on the enrolment form; label all of your Child's clothes and possessions that are taken into the nursery.

5.4 To comply with the nursery's request that your child is fully vaccinated and vaccinations are kept up to date. We do ask to see the child's red medical log upon starting at Scallywags.

5.5 To provide spare clothes for your child; dress your child in play-appropriate clothes, shoes with backs, covered toes and any jewellery worn as a cultural attire is done so at the parent's risk. Scallywags Nursery and Pre-school will not take any responsibility for damages or lost clothing and other personal belongings

5.6 To inform the nursery if your child is attending, or planning to attend another nursery setting and a discussion with the nursery manager must take place to arrange notice periods and funding

5.7 To shut the front door of the nursery after entering and exiting and to ensure: nobody else's child enters or exits the nursery unless they are in their parent's care; to prevent an unidentified person to enter the nursery.

5.8 To regularly monitor and diligently acknowledge all accident and incident reports of your child at the end of their nursery day. You must complete an existing injury form after injury has occurred at home.

5.9 To provide in writing any information that is relevant to your child's safety and security, including details of any copies of court orders, injunctions, parental responsibility orders and any intervention by the local authority. Scallywags Nursery and Pre-school cannot refuse access to any parent that is known to us and has parental responsibility unless a court order is provided.

5.10 You consent to Scallywags Nursery and Pre-school arranging for your child to receive emergency treatment from emergency services should this be required, if such a circumstance were to arise. To make arrangements to immediately attend the hospital as soon as you are notified by the nursery manager; to be responsible for arrangements to collect your child from the Nursery immediately if your Child is unwell or the nursery manager requires that you remove your child from the nursery at the manager's discretion.

5.11 Scallywags Nursery and Pre-school recognise that all skin tones are vulnerable to sun rays. We are committed to our Sun Safety Policy and apply sun cream to all children in our nursery.

5.12 You consent to your Child's development records being kept and stored by Scallywags Nursery and Pre-school in a digital form and in accordance with Data Protection Regulation.

5.13 You consent to the Nursery making the appropriate checks with the Local Authority to establish whether the nursery is entitled to receive the FEL Funding or Early Years Pupil Premium on behalf of your child. You should talk to the nursery manager for more information on the Early Years Pupil Premium.

5.14 You consent to your child going on impromptu local trips on foot if the permission box is completed on the enrolment contract. All other trips will be planned in advance and permission sought in advance from you.

5.15 Parental conduct towards staff must be courteous and professional. We request that parents use a respectful tone when communicating with staff and conduct themselves in a polite and calm manner at all times. The use of inappropriate or offensive language towards staff will not be tolerated and may lead to the termination of your child's contract

6 Safeguarding

6.1 Scallywags Nursery and Pre-school staff have a duty of care to your child. We must therefore report any suspicion of a child being neglected or abused to the relevant authorities.

6.2 We would usually inform you prior to making this referral but, will do this without prior notice if we have reason to believe your child is at significant risk of harm, or that your child has been or is currently subjected to sexual abuse.

6.3 To view or request a copy of our Safeguarding Policy please contact the nursery manager.

7 Our Commitment to Parents

Scallywags Nursery and Pre-school commit under this Agreement to:

7.1 Use its reasonable endeavours to ensure that all nursery staff are courteous and professional to you and children at all times.

Employ and engage suitably qualified practitioners to carry out services, all staff are qualified to a high level and are all paediatric first aid trained.

7.2 Staffing ratios are maintained at or above OFSTED/EYFS requirements.

7.3 Maintain adequate insurance levels relevant to its business.

7.4 Observe all applicable laws, regulations and rules relevant to its business.

8 Data Protection

8.1 In the performance of its obligations under this Agreement, Scallywags Nursery and Pre-school shall comply with the provisions of the Data Protection Act 2018 and the UK General Data Protection Regulation to the extent it applicable.

8.2 To view or request a copy of our Data Protection and GDPR Policy please contact the nursery manager.

The nursery reserves the right to amend its Terms and Conditions at any time. Such changes will be notified in writing/email to parents and will supersede all preceding terms and conditions issued by the nursery. The nursery will always endeavour to give as much notice as possible and will provide at least one calendar months' notice of the changes to the terms and conditions. The nursery will explain any major changes to parents, including why the changes are being made. By signing the child's enrolment contract you are accepting to adhere to the term and conditions and policies and procedures of Scallywags Nursery and Pre-school Ltd.