



## **South Hills School Terms and Conditions**

We believe these standard terms and conditions reflect the custom and practice of private nurseries and children's centres offering full time day care. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of the nursery. Nothing within these terms and conditions affects the parent/carer's statutory rights.

To enable us to provide and maintain the highest standards of care we require all parents to be aware of, and abide by, the following conditions.

### **Admission**

1. Children will be considered for entry to the nursery when the registration form has been completed and returned to us.

### **Welfare of the child**

2. We will do all that is reasonable to safeguard and promote your child's welfare and provide pastoral care to at least the standard required by law and often to a much higher standard. We will respect your child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
3. Parents give their consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare.
4. Parents of children who are not potty trained must provide disposable nappies.
5. The nursery does not provide formula milk for bottle feeding babies. All bottles and other meals must be supplied by the parents.

### **Health and medical matters**

6. If your child becomes ill during a nursery session the nursery manager will contact the parent/carer or the emergency contact indicated on the registration form. Parents must inform the nursery immediately of any changes to these contact details.
7. If your child is suffering from a communicable illness your child should not be brought to nursery until such time as the infection has cleared. A full copy of the company's infection control policy is available from the nursery manager. Parents/carers are asked to refer to the illness/communicable disease list supplied for your information on minimum periods of exclusion from the nursery.
8. Parents/carers are required to notify the nursery manager if your child is absent from the nursery through sickness.
9. Any child who has been sent home from the nursery because of ill health will not be re-admitted for at least 24 hours. If a child is prescribed antibiotics they will not be allowed to return to the nursery for 48 hours.



10. The nursery cannot administer any medicine to a child unless prescribed by a doctor. Should the child be on prescribed medication, it is the responsibility of the parent or carer to notify the manager or key person and to sign the necessary form of consent.
11. We reserve the right to call an ambulance in an emergency and escort your child to the emergency department of the nearest hospital. Any decision regarding the child's welfare will then be made by the emergency department at the hospital.
12. It is your responsibility to inform the nursery if your child is not vaccinated in accordance with their age. If it is considered necessary, information regarding children vaccinated in nursery may be shared with other parents, however, individual names will not be given.

#### **Food and dietary requirements**

13. We will work with parents/carers to provide suitable snack food for children who have a special dietary requirement as diagnosed by a doctor or dietician. Although all reasonable care will be taken to ensure that a child does not come into contact with certain foods, unless a doctor's note is provided the nursery cannot guarantee this.
14. Children bring packed lunches.
15. For those staying for tea food can be heated on request

#### **Concerns/complaints**

16. Any question, concern or complaint about the care or safety of a child must be made in the first instance to the supervisor in charge. If the matter cannot be resolved at this level the matter should be referred to the nursery manager. A full copy of our complaints procedure is available on the notice board within the nursery.

#### **Disclosures**

17. Parents must as soon as possible, disclose to the nursery any known medical condition, health problem or allergy affecting the child, or any family circumstances or court order which might affect the child's welfare or happiness, or any concerns about the child's safety.

#### **Fees**

18. All fees are charged monthly in advance (unless otherwise agreed in writing) and must be paid by the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form. Fees are payable during periods of absence from the nursery including sickness, holidays during the contract term and during public and bank holidays. The nursery will be closed on the annual bank holidays and under the 42 week contract for ten weeks of the year, the dates which will be notified at the start of each year. Those on a 51 week contract will receive a rebate of 50% of fees charged for up to 3 week's holiday taken providing one month's notice is given. Fees are payable by monthly direct debit on the 1<sup>st</sup> of every month. An administration charge of £3 is made for monthly payment by DDA and a 3% charge for all other methods of payment. Any additional hours or sessions taken up will be billed in arrears. Holiday Fun sessions will be added to your direct debit as they arise.



19. Fees are calculated on the relevant hourly rate for the age of child. Fees will be subject to annual increase on notice from the directors.
20. Prices quoted are per child for a core day. Extra hours (or parts of an hour) will be charged at the ruling rate. Core sessions are 9.00-12.30 & 12.30-3.30. These sessions can be extended as required but children are expected to attend for the start of the session. NEG is available between these hours.
21. The nursery, in line with other nurseries, operates a policy of “minimum sessions”; this aids your child settling into the nursery initially and then optimises maximum development from their time in the nursery. This is particularly true for the under two age group. Please see the Principal for further details of the minimum sessions required.
22. Three months written notice is required if you no longer require the place or wish to withdraw your child from the nursery. Fees are payable during the whole of this time. Any postponement of the agreed starting date requires three months notice otherwise the place fee will be charged from the original start date. Three months written notice is also required to reduce the number of hours in the weekly pattern.
23. For those in receipt of the Nursery Education Grant flexible free entitlement of up to 570 hours per annum, you understand that you cannot vary the provider within one funding period and any extras you purchase such as additional hours or additional services eg. meals, outings, clubs or regular additional weekly activities will be charged separately.
25. Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. No compensation will be paid or refund given if the nursery has to be closed due to any reason beyond the control of the nursery, such as power failures or weather conditions.
26. You will be required to pay a deposit on reserving a place for your child that will be offset against your final invoice providing all fees have been paid promptly. This is not refunded if the place is not taken up or you leave the placement before completion of the Nursery. A non-refundable Registration Fee is charged three months in advance or on application if later.

#### **Unpaid fees**

27. The School reserves the right to recover from parents any costs incurred in collection of overdue fees or charges in connection with cheques and the directors may levy a surcharge on fees, which are paid late. The surcharge will be 2% per month over HSBC Bank Base Rate. For dishonoured cheques/payments a charge of £20 per occasion will be applied. Where debts have to be collected by an external agency their fee of 20%+VAT will be added to the account.



#### **Exclusion for non payment**

28. Children may be excluded from the nursery for failure to pay the deposit, registration fee or any subsequent fees that remain outstanding more than 10 working days beyond the due date and the registration terminated. The Nursery will operate a 'no pay, no stay' policy. If your place is suspended until payment is made you will still be charged for these sessions as your place is held open.

#### **Late collection**

29. Parents are required to inform the Class Teacher if they are going to be late collecting their child to ensure there is sufficient staff cover and they will be subject to a surcharge, details of which are published at the nursery. Charges are made for every thirty minutes or part thereof at twice the standard pre and post care rate. Parents/carers should be aware that the nursery has to be vacated by the designated closing time.

#### **Belongings**

30. Whilst the nursery will make every reasonable effort to ensure children's belongings are not lost or damaged we cannot be held responsible for any accidental damage or loss of property. If the nursery has to supply items for the children that you are usually expected to provide then a charge will be made to cover the cost.

#### **Uniform**

31. The nursery has a uniform which children are encouraged to wear and a charge will be made for any item of clothing supplied by the nursery.

#### **Insurance**

32. The nursery undertakes to maintain those insurances required by law. Details of these are available from the Principal. Copies of the current employer's liability insurance policy are displayed on the notice board at the nursery.

#### **General**

33. A member of staff is not permitted to undertake a childminding job for a child in the nursery whilst they are employed by the nursery except as an employee of Sarum Sitters. Neither is a member of staff permitted to work for a parent/carer of a child within a 10 mile radius of the nursery within 6 months of leaving.
34. You should be aware that the nursery occasionally takes photographs or video recordings within the nursery, which may be used, in display, training or promotional material.

#### **Safeguarding**

35. It is understood that the nursery is under an obligation to report to the relevant authorities any incident where we consider a child may have been abused or neglected. This may be done without informing the parent/carer.



36. Any information given by a parent regarding their child will be treated with the utmost confidentiality, except in cases where abuse towards a child is suspected. The divulging of confidential information relating to the nursery, its employees or customers to any third party is considered a breach of confidence and as such is regarded as constituting gross misconduct which could lead to summary dismissal from employment or cancellation of a nursery place.

#### **Security**

37. Parents/carers are welcome to visit the nursery, however we will not admit anyone without prior notification. We will only release children into the care of people we know and who have been authorised in advance to collect your child. If in an emergency it is somebody new please ensure we are informed and the adult has proof of identity with him or her.

#### **Data Protection**

38. It is a legal requirement on the nursery to hold information about children using the nursery, and its staff. Basic information is used for registers, invoices and for emergency contacts; however all records will be stored in a locked cabinet.

#### **Liability**

39. South Hills School accepts no liability for any pecuniary or other loss suffered by you arising directly or indirectly as a result of the nursery being temporarily closed or the non- admittance of the child to the nursery for any reason.

#### **Car Parking**

40. Parents are asked to park carefully when collecting their children.. The director's of the nursery can accept no liability for loss or damage to cars or their content whilst left in or outside the nursery grounds. Parents should not leave other children or valuables on view in their car when collecting their child.

#### **Information**

41. Please ensure you keep the nursery informed of any changes to the personal data submitted with your application.

#### **Legal contract**

42. The offer of a place and its acceptance by the parents gives rise to a legally binding contract on the terms of these terms and conditions.
43. These terms and conditions are governed exclusively by English and Scottish law.
44. This agreement may be terminated if either party is in material breach of the agreement and fails to remedy such breach within 7 days, following written notice from the other party specifying the details of the breach. If the Nursery is in breach then South Hills School will refund the deposit without interest after confirming that all fees have been paid.



- 45. South Hills School reserves the right to terminate the contract without notice, for non payment of Nursery fees and if the behaviour of your child is unduly disrupting the enjoyment and smooth running of the nursery for other children or for any other reason.
- 46. South Hills School Ltd reserves the right to amend these terms and conditions at any time.

**Assignment**

- 47. This agreement and all rights and obligations under it may be assigned or transferred by South Hills School upon written notice to yourself.

**I have read and accept the above terms and conditions and apply for a :**

**\*42 week contract                      \*51 week contract.**

**\*Deletes as applicable**

Name of Child/children.....

Parent's Name(s).....

Address:.....

.....

.....

Signed.....Signed.....Date.....

Print Name.....Print Name.....Date.....

Signed.....Date.....

On behalf of South Hills School

South Hills School Ltd., Salisbury Registered in England No. 4026645 Registered Office:  
15 Tollgate Road, Salisbury, SP1 2JA

August 2010



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**PLEASE SIGN & RETURN THIS PAGE & RETAIN THE FULL CONTRACT**

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