

# Nursery Terms and Conditions for Kaleidoscope Childcare Ltd

To enable us to provide the highest standards of care for your child, parents must follow the terms and conditions below. These apply to Kaleidoscope Child Care at St Andrews School, for those attending nursery or out of school care provision and for The Old Bank Nursery. We may occasionally need to revise these terms and conditions without prior notice.

These Terms and Conditions as well as all documents, including our price list, on our website form your contract with us.

## 1. Place Enquiry and Place Booking

When you decide you wish to purchase childcare services from us, please download, complete and return (via email) the relevant enquiry form from our website.

When we receive your completed enquiry form, we will review and consider your application.

If we can accept your application, we will notify you by email.

If we are not able to offer you a childcare space in accordance with your completed enquiry form, we will contact you by email and advise you of this. If at that time we can offer you an alternative space, either different sessions or at a different childcare setting owned by us, we will advise you of this.

If you wish to accept the childcare space offered (whether this be the space you requested or an alternative offered by us) you will need to confirm your acceptance in writing by email. You will then be requested to make payment of a deposit to secure the space, the deposit will be either £100.00 for a 0 to 2 year old booking or £50.00 for an over 2 year old booking.

This deposit is non-refundable. If you wish to cancel your booking at any time after you have made payment of the deposit, but before you have commenced receiving childcare services from us, the deposit will be lost.

If you commence receiving childcare services from us, the deposit amount that you have paid will be deducted from your first payment.

Close to your start date with us, you will be provided with a Registration Form, Terms and Conditions and GDPR document which will be sent to you with Adobe Sign for you to complete and return to us. In the registration form part of the document, it will provide you with an opportunity to provide us with detailed information about your child and their needs. Please make sure that you complete this form as accurately as possible. This document will need to be completed and returned to us with Adobe Sign. We will also need you to send a copy of your child's Birth Certificate before your child's agreed start date with us. Once a copy of your child's Birth Certificate has been seen, it will be confidentially destroyed and will not be stored.

If you need to make any changes to your booked session before your child's agreed start date with us, you will need to make a request to amend your booking via email at least 8 weeks prior to the agreed start date.

If we can accommodate your requested amended sessions, we will confirm this via email.

If we are unable to accommodate your amendment request, we will advise you of this via email. If in this circumstance, you wish to cancel your booking with us your deposit will not be refunded.

## 2. Settling In Sessions

Before your child commences their booked childcare sessions with us, you will be offered some free settling in sessions. We will contact you to arrange this/these sessions closer to your child's start date with us.

## 3. Changes To Your Booked Childcare

If you need to make any changes to your booked sessions, you will need to make a request to us by email. You will need to give us at least 4 weeks' notice of amendments.

We will advise you of whether we are able to accommodate your request to amend your sessions via email.

Sessions will only be amended from the start of a month.

If an accepted amendment results in your payment plan having to be amended there is an amendment fee payable of £25.00 (we reserve the right to increase this charge at any time without prior notice).

## 4. Additional Sessions/Swaps to Sessions

We understand that from time to time you may need additional childcare (outside your booked sessions). Any request for additional sessions must be made via email with at least two weeks notice. If we are able to accommodate your request for an additional session you will be provided with an additional invoice for payment. For further information concerning this, please see our fees and payment section below.

We understand that in some circumstances you will not be able to provide us with two weeks notice of your additional childcare needs, if this is the case please provide us with as much notice (in via email) as possible. Please be aware that the more notice you can provide, the easier it is for us to accommodate your request.

If you require emergency additional care (e.g. care with less than 48 hours' notice) please telephone the nursery that your child attends and speak to the Manager.

We offer emergency swap sessions equivalent to the number of sessions that are booked each week for each school year, for example a booking for five 9am to 3pm sessions per week can access five emergency swap 9am to 3pm sessions during the year free of charge, subject to space availability.

## 5. Late Collection

We do charge a fee for late collections, please see our current price list for this information.

## 6. Fees and Payment

Details of our current fees are provided on our website. We may revise these fees at any time, but we shall inform you of any revised fees at least 4 weeks before they take effect. If you do not wish to pay the revised fees you may end your contract with us by providing us with 4 weeks' notice, please see our termination section below.

Payment of fees must be made in advance on or before the 1<sup>st</sup> of the month. You will be provided with an invoice on a month by month basis. The invoice will cover the cost of the actual childcare your child will receive each month.

Where we offer a reduced fee rate after a child's birthday, the new reduced fee will commence on your child's birthday.

If your child is entitled to Government Funding, we may amend the way we calculate your payment in order to comply with the Local Authority Service Level Agreement and the Code of Practice. You will be advised in writing 4 weeks in advance of any change in this calculation.

No refunds or reductions will be provided for periods when your child's place is unfulfilled due to illness, self-isolating or holidays.

If we have to close our nurseries due to adverse weather, emergency or any other closure, your fees remain payable for the first 3 days. If we are closed for any period of time beyond 3 days, you will not be charged but any balance on your account will be credited to your next payment.

All payments due to us from you must be made either by standing order, direct debit, childcare vouchers or through a Government Tax-Free Childcare Account. You are required to provide us with details of your monthly method of payment (together with amounts) within 7 days of you being provided with a payment plan.

Parents are responsible for ensuring that the correct amount is paid on the due date to ensure that your childcare account is balanced. Parents are responsible for ensuring that the amount paid from their childcare voucher company or Government Tax-Free Childcare Account is the correct amount. Please do not make overpayments. We do not hold credit on accounts. Parents will be charged an admin fee if the accounts department are required to recalculate payment plans due to overpayments being made to the account.

We do not accept cash or cheque payments.

If you fail to make any of your payments in full by the due date, we will enforce a late payment fee, this fee is a flat rate of £10.00 for the first seven days the payment is late followed by a charge of 2% above our Bank's base rate of the fee outstanding for everyday thereafter the invoice remains unpaid.

For each failed direct debit, we will charge a £25.00 administration fee.

In the event of any fees being outstanding for more than 7 days we reserve the right to immediately cancel the childcare arrangement with you without notice.

## 7. Leaving/Termination of Childcare

If you wish to cancel your childcare with us, you need to advise us in writing (via email), with at least 4 weeks' notice, stating the date of your child's last day with us.

Once we have received your notice, we will prepare you a final account to determine whether any further payments are due from you. Should any further payments be due from you they must be cleared before your child's last day with us.

We can terminate your childcare with us at any point, however we will provide you with 4 weeks' notice in writing.

We reserve the right to terminate your childcare with immediate effect and without notice for the reasons below:

- Non-payment of fees, please see fee and payments section above.
- You behave unacceptably in one of our nurseries or with our staff, as we will not tolerate any physical or verbal abuse towards our staff.
- Your child's behaviour is deemed to be unacceptable, please see behaviour section below.

## 8. Behaviour

We promote positive behaviour, encourage good manners, self-control, consideration and respect for others and property. We distract children from poor behaviour and redirect their attention to something different and positive, which normally works very well. However, as a last resort, we must reserve the right to exclude a child from nursery if their persistent poor behaviour affects the safety or well-being of other children.

## 9. Security of your Child

For your child's safety, under no circumstances will a child be allowed to leave the premises with anyone unknown to our staff, unless previously arranged by you. If you make prior arrangements by telephone, we will need the full name of the person collecting. You will also need to arrange for a password to be used at collection.

In certain circumstances we may need to contact you when your child is at nursery. You must make sure that the contact details that we hold for you on record remain up to date, if you move, change your telephone number or your place of work please let us know immediately.

You must keep us updated with any information that may affect your child's safety or wellbeing.

## 10. Health

You must not bring your child into nursery if that are suffering from any infectious illness or if they have a raised temperature, cough or cold or they are feeling too poorly to attend. Nursery is not an appropriate environment for sick children and we have a duty of care to protect the health of all children and staff who attend.

You must comply with our illness exclusion policy.

You must not bring your child to nursery for 48 hours after the last bout of sickness or diarrhoea.

You must not bring your child to nursery for 48 hours after they have started a prescribed course of antibiotics.

We are sympathetic to the difficulties for working parents, but for the health of all children, we reserve the right to ask you to collect your child in case of infectious illness during nursery hours. For the safety of all the children, you must inform the nursery if your child contracts any infectious diseases such as COVID 19, Chicken Pox, Impetigo, Measles, Mumps, Scarlet Fever, Rubella, Whooping Cough, Conjunctivitis, Hand Foot and Mouth, or Sickness and Diarrhoea.

The Manager and Deputy are appointed to take charge of First Aid, which we will administer when necessary. Most staff are Paediatric First Aid trained and only staff trained in Paediatric First Aid deal with any accidents. We of course, take every care to prevent accidents, but even if minor accidents happen, parents will be informed and will be required to sign their child's accident form. If illnesses or accidents ever require hospital treatment, all attempts will be made to contact parents but, failing this, we may need to act on behalf of parents and authorise necessary medical treatment.

We can only administer prescribed medicines to your child and only if you have completed a Medicine Consent Form.

### Other Professionals:

Parents must advise us and keep us updated about any special education need and disability (SEND) or medical needs (such as allergies, intolerances or medical conditions) that your child has.

We ask that parents inform us if there are other professionals working with your child, for example social workers, speech and language therapist (s), or any other agencies so that we can support your child and work together in the best interests of your child.

## 11. Property

Children play very enthusiastically, often becoming a little messy! Please provide hard-wearing washable clothing in which they can enjoy their nursery activities to the full. All clothing must be clearly labelled. We cannot take responsibility for loss of, or damage to, your/your child's property or clothing.

## 12. Car Parking

### Kaleidoscope at St. Andrews's C. of E. Primary School

Please be aware that there is no parking on our immediate premises, however there is parking outside the school in Park Lane.

### The Old Bank Nursery

Parking is available for your use when dropping off at and collecting your child from nursery only. Parents must not leave vehicles in the car park for any other purpose than dropping off and collecting their child. Use of the car park is at your own risk and we take no responsibility for any damage or losses that may occur whilst using the car park.

We ask that all parents park respectfully when using our nurseries and do not obstruct neighbour's driveway, park on yellow lines / zig zags, or block other vehicles.