

Terms and Conditions

These terms and conditions relate to the contract between the nursery and the parent/guardian as indicated on the application form.

Songbirds Day Nursery and Kids Club offer a place to your child/children detailed on your application form on the following terms and conditions.

1) Registration

We currently do not ask for a registration fee to secure a place for your child, this will be reviewed on an annual basis to determine if it is required. If there have been several instances where parents have booked a place then not taken up the place thus incurring loss of earnings for Songbirds then this arrangement may change to any new parents paying a registration fee. If such a decision is made any registration fee will be deducted from the first months fees.

2) Deposit

We currently do not ask for a deposit, however as per point 1. After reviewing on an annual basis, if it is found there has been an abuse of not paying fees or paying fees late then this may be introduced. Any deposit paid will be refundable at the end of a contract providing A – All outstanding fees are paid B – At least 4 weeks notice has been given C – The child has attended for a minimum of 3 months.

3) Offer acceptance

The nursery registration acts as a legally binding contract between the nursery which is the 'providing company' and the purchaser who is the parent / guardian. Any such terminations of this contract should be adhered to as in section 4 of this document.

4) Termination / cancellation / change

We require 4 x weeks notice in writing, this could mean a letter or an email should you wish to terminate your place for any reason. Parents still remain liable for fees throughout the notice period. If a parent withdraws their child during this notice period, the fees shall still remain payable. We reserve the right to terminate a place with immediate effect if any fees are not paid by the due date, or if a parent carer or child displays abusive, threatening or otherwise inappropriate behaviour. In all other circumstances we will give you 4 weeks notice, in writing should we wish to terminate a nursery place for any reason. If a start date is postponed by the parent for any reason we reserve the right to charge from the original start date stated on the application form. If a parent wishes to change the number of sessions taken at the nursery, 4 weeks notice must be given in writing. The swapping of sessions is only usually permitted at the manager's discretion according to availability of places.

5) Payment of nursery fees

A. Payment of nursery fees to the nursery for the child's place at the nursery shall be made by the parent / guardian in advance of the child's attendance for the 4 or 5 week period charged.

B. If payment of fees is not made in accordance with our Financial Control Policy we reserve the right to terminate the child's place at the nursery with immediate effect and the child will not be admitted to the nursery. Any outstanding fees at the point of termination will be charged interest at a rate of 5% per week on the outstanding balance calculated on the Friday of each week.

The company will pursue through the legal system any outstanding monies and any court costs are added to the debt accordingly. There is no automatic right for refunds or alternative or additional sessions should any sessions be missed due to holidays, sickness, bank holidays, emergency closure (see emergency closure policy), closure of nursery due to circumstances beyond our control. The manager may at her own discretion allow days to be swapped providing there is a place and it does not impact on staff ratios.

E The parent remains responsible for fees and the nursery is not liable for collections from third parties, eg colleges, grant funding, voucher providers. The parent remains responsible for all outstanding fees paid at as per the terms of the Financial Control Policy.

F Discounts such as sibling discount, or staff discounts are only valid if fees and accounts are up to date and not outstanding as per the Financial Control Policy.

6) Nursery hours / attendance

A. The nursery is open according to the published opening hours. Please inform the nursery before 0900am if your child will be absent from nursery.

B. Please inform the Nursery of any expected holidays and days to be absent.
The Nursery closes for all bank holidays and is not open on a weekend.
If you are late collecting your child from nursery a late fee will apply (see collection of children policy)

7) Personal property and belongings

We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by staff to ensure the children's belongings are not lost or damaged. A nursery uniform or old clothes are recommended for children attending nursery as we encourage the children to engage in messy and art activities and outside play which will entail getting dirty. It is the parent's responsibility to name all items of clothing and belongings.

8) Behaviour management, child protection and equality and diversity.

A. We may require parents to withdraw or remove their child from the nursery in the event that the Nursery Manager considers the child to be disruptive or causing harm or distress to other children or staff. Full details of how we manage behaviour are covered in our Behaviour Management Policy.

B. We will not tolerate the nursery staff being spoken to in an abusive or threatening manner by parents carers or children, such behaviour may result in the termination of a nursery place.

C. The Nursery fully recognises its responsibilities for Child Protection and ensures that we follow the procedures set out by the Local Safeguarding Children Board and adhere to the framework of the EYFS.

D. The company is committed to providing equality of opportunity and anti-discriminatory practice for all children and families. See our Equality and Diversity Policy.

9) Liability

We accept no responsibility for any loss suffered by parents, arising directly or indirectly as a result of the nursery being temporarily closed or the non-admittance of your child to the nursery for any other reason eg illness, holidays, bank holidays.

We accept no responsibility for children whilst in their parents care on company premises ie prior to arrival or after pick up. We are not responsible or liable to parents and / children for any economic loss of any kind. For damage to the child's or parents property for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind. Liability for damage of such property is excluded except where caused by our negligence.

10) Accidents and Illness / allergies

A. 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 the nursery to contact the parents but failing this we are authorised to seek medical attention although we are unable to authorise necessary treatment.

B. we will administer prescribed medication according to the medication form completed by parents. Parents are responsible to ensure all medication goes home on a daily basis. None prescription medication such as calpol may be given providing prior consent is given (as per application form) and we will always telephone you for your permission to administer calpol.

C. If a child has an ongoing medical condition that requires special medical care we will check if our insurance policy allows the child's attendance and if any special requirements are needed, such as training, doctors confirmation etc.

D. The EYFS states that settings must ensure that children are safeguarded against communicable conditions. If children present with a contagious condition such as chicken pox, headlice etc see our exclusion policy, parents / guardians will be contacted to collect the child. We accept no responsibility for children contracting contagious diseases / infestations. It is the parents' responsibility to read our exclusion policy and be aware of our current practice regarding contagious conditions. Parents should not bring their children to nursery if they are aware of their child suffering from illness/infestation/contagious condition.

E. Parents must inform the nursery in writing of any allergies and appropriate action to be taken in the event of an allergic reaction and keep the nursery up to date with any changes.

11) Security

A. Under no circumstances will a child be allowed to leave the setting with anyone unknown to the staff unless the parent has previously arranged this.

B. Parents will not let other parents into the nursery.

12) Non Solicitation of staff

During the term of this agreement and for the period of 6 months following termination (however terminated) the parent/guardian will not seek to employ an employee of Songbirds Day Nursery and Kids Club. In the event that a parent does directly or indirectly employ a member of staff a finders fee of up to £1000 may be charged

13) Confidentiality

Any information provided by the parent / guardian to Songbirds will not be divulged to any third party with the exception of information where the parent or guardian has given written authorisation and by further exception to any request by a law enforcement agency or a potential safeguarding issue.

14) Agreement / variation / acceptance

The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a court of law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect.

These terms and agreement represent the entire agreement and understanding between the parents and the nursery. There shall be no variation of this agreement unless it is in writing and made between Susan Goodwin the Managing Director and the parent / guardian.

It is hereby recognised that the nursery is owned by Songbird Ltd and the members of staff are employees of this company. Employees of the company are not authorised to amend the terms and conditions in this agreement nor make agreements about payment of fees or admission.

15) Communication

It is important for the parent / carer and the nursery to communicate with each other in order for things to run smoothly. The Nursery has a monthly newsletter which is given out with invoices and copies are always available in the reception area. The website and face book page have up to date information on. There are daily reports for children 0 – 3 years as well as verbal communication daily. There is a parents' notice board in the reception area.

By signing the contract the parent / guardian has agreed to these terms and conditions. These terms and conditions are on the website and it is the Parents / Guardians responsibility to check for updates.