

## Terms and Conditions – Somers House

### TO REGISTER YOUR CHILD FOR A PLACE

To register your child for a place complete and submit the **online application form and agree to our terms and conditions**. Our admissions officer will make contact and request the payment of the non-refundable registration fee of £200.00. In the unlikely event that Somers House does not open on the 6<sup>th</sup> January 2020 you will be entitled to a full refund of this registration fee should you wish to withdraw your child from the nursery.

A minimum of 2 sessions attendance per week is required if you are applying under our “Fees Contract”.

A minimum of 3 full days or 5 ½ days attendance per week is required if you are claiming the 30 hours free entitlement under our “Funded Hours Contract” (for more information on our Fees Contract and our Funded Hours Contract, please refer to our **30 Hours Fact Sheet**).

### NURSERY ADMISSION

When we have received the completed application form and registration fee, your child's details will be added to our records. Places are offered according to date of application. Your child will be placed on the waiting list, indicating the month that you wish your child to start. You will be offered the first available and suitable space closest to the date you require. CLNS gives priority to siblings (provided an application has been made) and to those wanting a permanent, full-time space for their child. In this instance, we consider a permanent basis to be a period of no less than six months. When possible, the nursery will accommodate children with special needs, provided there are staff members trained and available to support them.

Once a space has been offered, parents must confirm acceptance or otherwise within 3 days of the offer date. Spaces will be offered at a minimum of six weeks in advance of the starting date unless it is for an immediate start.

Once we offer a start date that you agree to, you will be sent a **Parental Enrolment Agreement Form** along with dates for settling-in your child at nursery. Bring your completed form, along with the relevant documents (your child's birth certificate, the red health book and photographs of all adults listed on the collection consent form) to your child's settling-in sessions.

An invoice for the deposit (one month's fees in advance) will also be sent. This amount will be deducted from your final bill, providing 8 weeks' notice has been given in writing and no fees are outstanding. If your child does not attend once you have accepted the place, the deposit is not refundable.

In the unlikely event that Somers House does not open on the 6<sup>th</sup> January 2020 you will be entitled to a full refund of your deposit should you wish to withdraw your child from the

nursery. Please note CLNS (Reigate) is not liable for any costs incurred due to any delays in the opening of Somers House.

### SETTLING IN SESSIONS

We offer parents 3 x 1.5 hour sessions, free of charge, beforehand to help settle children into nursery. These tasters work best if used at different times of the day, such as morning snack one day, playtime another. We require parents to remain on-site at all times during the settling-in sessions, perhaps to sit with a coffee nearby or still in earshot to help in case your child becomes distressed. Folders containing full versions of all CLNS (Reigate) policies are available in the parent consultation room. We recommend that these are read during settling-in sessions.

### OPENING TIMES

The opening hours of Somers House are 7:30am to 6.30pm, Monday to Friday, 51 weeks of the year, closing only at Christmas and for Bank Holidays. At Christmas time we do not open on Christmas Eve, on the statutory bank holidays and for four additional days. These days are charged in the normal way. You will be notified of the Christmas closure dates by Easter.

### UPDATING INFORMATION ON YOUR CHILD

Parents are requested to inform the nursery of any medically diagnosed or religious food exclusions, medicines or any other circumstances that are of importance during your child's day with us. Parents must provide details in writing and must continue to inform the nursery of any changes / progress in any condition. Parents must inform the nursery of any changes to information kept in nursery relevant to their child.

### FEES AND INVOICES

Fee invoices are issued at least 7 working days prior to the last working day of each month. Any additional sessions booked at nursery must be requested by email and will be charged at the full daily rate. Extra sessions or additional charges are usually invoiced in arrears.

Payment is due as cleared funds by the last working day of the month.

Payment can be made by bank transfer, childcare vouchers or through Tax-Free Childcare (please refer to the Childcare Choices website for more information and to find out what you might be eligible for: [www.childcarechoices.gov.uk](http://www.childcarechoices.gov.uk)). **Direct bank payments can be made to the following account; sort code; 20-70-15 Account number 23838943.**

It is the parental responsibility to ensure that voucher payments are made to the nursery. If these are not received by the 5th working day of the month, a late payment charge of £45.00 may be applied. The nursery may charge a £45.00 late payment fee if fees are not received as cleared funds by the last working day of the month; this will be added to the following month's invoice.

If full fees are not received by the 5th working day of the invoiced month, CLNS (Reigate) management reserves the right to refuse admission until all fees are paid. Failure to meet payments will result in the termination of the nursery place. In such circumstances, the parents will not be entitled to a refund of any fees. Parents are responsible for any unpaid fees and for fees due during the notice period. We reserve the right to offer your child's place to an applicant from our waiting list once two weeks have passed since non-payment of your invoice.

If payments are cancelled or returned by the Bank, a fee of £35 will be charged to cover costs incurred by us. This fee will be reviewed as and when banks adjust their fees structure.

An administrative charge of £35 per month will be made to parents who fail to stop childcare vouchers being paid to CLNS (Reigate) after their child has ceased attending the nursery. It is the parental responsibility to cancel vouchers.

A 10% sibling discount is applied to the older child's fees, after any funding allowance has been made, where two children are registered at the nursery. 15% discount is given off the eldest child's fees where 3 siblings or more are attending. Any sibling discount will cease when any of the siblings leaves the nursery.

CLNS (Reigate) regrets that no refunds will be given for sessions missed due to holidays or sickness. There will be a continuing charge when the nursery is closed over Christmas and for the 8 public Bank Holidays. We cannot make a reduction for any extra bank holidays that may be added at short notice, caused for example by a state funeral. Similarly, if the nursery is forced to close for the day or send children home early due to a problem at the nursery, such as loss of heating, water, power, adverse weather, act of terrorism or natural disaster. Other than if we are in breach of these Terms and Conditions, all sessions booked must be paid for, regardless of whether the child attends.

Deposits and any outstanding amounts will be returned to you within 28 days and by bank transfer. We reserve the right to charge interest at 3% above the Bank's base lending rate on outstanding fees. The parent remains responsible for all outstanding fees. Two months' notice will be given before any fee increase is implemented. Fees are reviewed annually.

#### **FUNDED EARLY YEARS PROVISION FOR 3 AND 4 YEAR OLDS**

From September 2017, some 3 and 4 year olds may be eligible to receive an extra 15 hours funded childcare, doubling the existing 15 hours entitlement currently available for parents. This could take your funded childcare entitlement from 570 hours per year up to 1,140 hours per year.

The existing offer of 15 hours a week funded childcare for 38 weeks of the year (during school term-times) for all 3 and 4 year old children will continue under the universal offer but if you meet the criteria for the 30 funded hours, you may be eligible for the further 15 hours.

CLNS (Reigate) offer the additional 15 hours. We take part in the scheme subject to our admissions policy and availability of places. Demand for these places are high so enquire as early as you can and check to see if you will be eligible. Priority is given to existing parents and those on the current waiting list.

A minimum 3 full day or 5 ½ day booking will apply to all funded spaces and will be offered subject to availability.

We spread the 1,140 funded hours over 51 weeks (instead of 38), to help spread the savings throughout the year. This means that, as your child attends nursery during half terms and holidays, you'll benefit from funded childcare every week – not just during term-time. Additional sessions / hours outside of the funding period will be chargeable at the current CLNS (Reigate) published rates. Please ask for a copy of our Money Matters sheet.

The Government funding only goes towards paying for "funded education" and does not cover the cost of add-on items such as meals, snacks, drinks and fruit. Parents agree to make a voluntary daily payment to cover breakfast, mid-morning snack, lunch, mid afternoon snack and afternoon tea.

Parents also agree to make voluntary payments for additional charges that may arise for items such as higher than required staff ratios and extra-curricular activities which are included in the normal fee rate (outings, visits, trips, visiting experts etc.). CLNS (Reigate) has a uniform

policy when graduating from our baby rooms and uniform will be chargeable at our published rates. Parents will be advised in advance of any potential charges. Additional charges will be invoiced in arrears.

A deposit equivalent to a month's fees for the duration of days attended each week will be required at the time of booking. This deposit will be held and returned when the nursery placement ends. Any outstanding fees or charges may be deducted from the balance of the deposit held. Our standard notice period of 8 weeks is required to terminate a nursery space regardless of being a fee paid placement or under the 30 hours funded entitlement.

Should the child at any time become ineligible for the funded entitlement or if the 30 hours funding is being transferred from another setting and for any reason is not paid by the local authority, the parent agrees to pay for the reserved sessions at the current CLNS (Reigate) published rates. Please refer to our Money Matters – Somers House sheet for full details regarding fees and payments.

#### **FUNDED NURSERY SPACES ARE OFFERED IN TWO WAYS:**

**Fees Contract:** Our standard fee-paying contract for children age 6 months to 3 years who will be automatically eligible the term following their 3rd birthday to claim the statutory 15 hours entitlement to reduce the total number of hours they are charged for per week. All additional services and benefits (food, wipes, school trips etc.) are included within this. By signing this option, parents accept our Terms and Conditions.

**Funded Hours Contract:** For those who qualify for the additional 15 hours entitlement, the term following their 3rd birthday, bringing their total hours' entitlement to 30 hours per week. By signing this option, parents accept our Terms and Conditions and agree to make a voluntary payment towards additional services and benefits and any other charges that may arise.

#### **TERMINATION, CANCELLATION OR CHANGE OF SESSIONS**

We require 8 weeks notice in writing when you want to terminate your child's place. Parents 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 nursery 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 1 months' notice in writing, should we wish to terminate a nursery place for any reason. If, for any reason, you postpone your child's agreed start date at the nursery, we reserve the right to charge from the original scheduled start date that you accepted.

If a parent wishes to reduce the number of sessions or change the days their child attends nursery, 8 weeks' notice in writing must be given. If a parent wishes to increase the number of days that their child attends at nursery, we will do our best to accommodate this depending upon availability. The change of sessions must be on a permanent basis. In this instance, we consider a permanent basis to be a period of no less than 6 months. 8 weeks' notice must be given should you wish to revert to your original session, assuming that it is still available.

#### **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 reason; this applies to absence due to sickness, holidays and Bank Holidays.

We accept no responsibility for children in their parent's care on our premises i.e. before arrival / after pick-up. We will not be liable to parents and / or children for any economic loss

of any kind, for damage to the child's or parent's 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. Buggies, scooters, bikes and other personal items stored in the buggy park are left at parent's discretion and are not covered on the nursery insurance. We will make reasonable endeavours to keep parents and / or children's property in good order. Liability for damage of such property is excluded, except where caused by our negligence.

### MEDICAL INFORMATION

It is the policy at CLNS (Reigate) that any child needing Calpol or any similar medication not prescribed by a doctor, or not thought well enough to go outside, is not a well child and should therefore not be attending the nursery until they have made a full recovery. The only exception is for teething pain relief.

The normal temperature for a child is between 36–37oC. Any child who does not appear to be 100% fit will have his/her temperature monitored every 15 minutes; this is then logged onto a child health form by a staff member. If a child's temperature reaches 38oC, parents will be called and a decision made about giving Calpol. Management and staff will not administer any medicines that are not prescribed by a doctor, other than Calpol, Nurofen, or non-branded versions of the same.

In accordance with our medicines policy, if your child's temperature reaches 38.5oC or over, and permission is on file, Calpol or an equivalent will be administered. In these circumstances you or your emergency contact person must collect your child. If your child's temperature reaches 40oC+, then we may call the emergency services based on other accompanying symptoms. In the event of this happening, a senior member of staff or your child's key worker will stay with your child at all times until you arrive. We will always try to contact you first. CLNS (Reigate) takes these necessary precautions as high temperature usually indicates an infection or start of illness.

Should a child require prescribed medication of any kind, it will only be administered with prior written consent from the parents/guardians. Children who are taking prescribed medication may not be allowed to attend unless they have been taking the medicine for a few days. For example, for a course of antibiotics they must stay at home for the first 48 hours.

We reserve the right to administer basic first aid and treatment when necessary, for example for mild stings and cuts. Parents must specifically notify us in writing of any objection to this.

Do not leave prescribed medicine, including prescribed asthma pumps, in your child's bag. All medication must be labelled and given directly to a member of management and all details filled in on a medical sheet.

Children should not attend the nursery if they are suffering from or have had, in the past 48 hours, vomiting or diarrhoea. For more extensive guidance on illness, please refer to our policies.

We may require parents to withdraw or remove their child from nursery if the parent is not completely honest about the child's condition or withholds or is found to have withheld important information.

### UNIFORM

Children aged 2 and over (on entering the toddler room) are expected to wear Cavendish Lodge polo shirts, sweat top and jogging bottoms or blue gingham dresses or navy blue shorts during the summer when attending nursery. CLNS (Reigate) backpacks must also be used DAILY to carry children's spare clothes, artwork etc. between home and nursery. Uniform can

be purchased from the office. All items of clothing need to be clearly labelled and should be easily manageable by children. CLNS (Reigate) is not liable for the loss of clothing.

### **INSURANCE**

CLNS (Reigate) is fully insured at all times. Details of our insurance cover are available on request from the Nursery Manager on duty.

### **SECURITY**

CCTV is in operation 24 hours a day at the nursery and covers all of our boundaries. Parents / carers / relatives dropping off a child must sign them in on our signing in/out and the same must be done later in the day when collecting a child. You should indicate who will be picking the child up and a rough time.

A list of responsible adults authorised to collect your child must be given on your child's Parental Enrolment Form, prior to their start date together with a photograph of each named responsible adult. It is your responsibility to keep us updated with any changes. CLNS (Reigate) operates a 'password' system. If the person collecting the child is not recognised by a member of management and does not know the child's password, the child will remain at nursery until the parents can be contacted. If a parent 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 nursery. The person collecting will need to know the password.

### **GETTING TO NURSERY**

Somers Road can be very busy with traffic which can cause a danger to pedestrians. We ask that our parents do not drive to nursery unless it is absolutely necessary and to use other methods of transport where possible. We provide secure bike parking for parents that wish to cycle and a buggy / children's scooter park for those wishing to walk.

### **PARKING**

Parents are asked to drive and park courteously. You must not double park or block resident's driveways under any circumstances. If you do so, we reserve the right to withdraw your child's nursery place. As well as protecting the safety of our nursery users and the wider public we have planning conditions which have been put in place by our local authority which could result in closure of the nursery.

### **LATE COLLECTION**

In the event of a child not being collected by the end of their booked session, the child will be kept at the nursery and phone calls made to the child's parents, carers, relatives or friends listed on the Parental Enrolment Form. If we are unable to contact any of the above persons within an hour of the end of the child's booked session Surrey Children's Services will be contacted and their advice will be followed. After the end of a child's booked session we reserve the right to make late collection charges, as follows:

First 15 minutes (or part thereof): £25.00; Up to 30 minutes (or part thereof) £35.00; Up to 45 minutes (or part thereof): £45.00; Up to 1 hour (or part thereof): £60.00.

These charges are at the discretion of the Nursery Manager on duty and will be added to the next fee invoice. Charges are applied to allow us to meet ratio and safeguarding requirements ensuring that at least 2 staff members stay on site until all children have been collected and these staff members would need to be paid.

### **PARENT AND STAFF RELATIONS**

Parents agree that they shall not at any time, whether throughout the continuance of this agreement or for a period of twelve months after its termination, directly or indirectly (via agencies) employ or entice away an employee with whom they have had contact or dealings with at the nursery. In the event that a parent does directly or indirectly employ a member of staff, 25% of salary will be sought. Our staff are not permitted to babysit for families with children at the nursery.

### **COMPLAINTS PROCEDURE**

Parents are encouraged to communicate with the appropriate room leader on a day-to-day basis so that any concerns or issues can be resolved immediately. Most problems can be solved informally. When issues cannot be resolved in this way, the complaints policy will be followed. In the first instance, your complaint should be referred to the Nursery Manager on duty in writing. This will be acknowledged immediately and the matter looked into. If you are not satisfied with the outcome of your complaint, the matter will be referred to the Managing Directors. In the unlikely event that it still remains unresolved, parents have the right to contact the Office for Standards in Education (Ofsted) on 0300 123 1231.

### **THE AGREEMENT OF THESE TERMS AND CONDITIONS**

These Terms and Conditions represent the entire agreement and understanding between the parents and <sup>the</sup>the nursery. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.

We reserve the right to update / amend these Terms and Conditions at any time. One months' notice will be given of any changes made. The nursery is operated by the Company detailed on the Application Form issued at the time of booking the nursery place.

I have been made aware of the policies and procedures in place at Cavendish Lodge Nursery School and I have been made aware that copies are available from either reception if required.

I have read and accepted these Terms and Conditions (please tick the relevant box on your Application Form).