

# Terms and Conditions



## OUR CONTRACT WITH YOU

The terms and conditions set out below reflect the custom and practise set out by Monkey Puzzle Day Nurseries. The terms are designed to encourage stability and maintain consistent staff ratios and working practises within the nursery. Nothing within these terms and conditions affects the parents/guardian's statutory rights.

### 1. Fees

- 1.1 A non-refundable registration fee of £50 will be charged per child, this fee does not secure your child's place
- 1.2 The nursery will charge a deposit of the first full month's fees in advance, on the basis of the proposed attendance. A minimum of 1 months' notice must be given IN WRITING to:
  - Change start date
  - Reduce attendance / booking
  - Cancel a child's place
- 1.3 The nursery is open for 51 weeks of the year. Full- time places (5 days) are charged for only 50 weeks, otherwise fees are calculated on the basis of the weekly charge for the number of sessions attended, multiplied by 51 weeks and then divided by 12 months to create a fixed monthly charge.
- 1.4 Week 52 is not charged for and consists of 3 days - non-public holiday closures during the Christmas break plus 2 further days used as Inset days. Inset days are imperative; these are staff training days to ensure that all the team are kept abreast of changes to policies and are trained on mandatory subjects such as First Aid, Safeguarding and many more – these are usually held in December although the nursery reserves the right to use these at a time that best suits the nursery
- 1.5 Term-time only places are calculated across 44.5 weeks and divided by 12 months to also create a fixed monthly cost
- 1.6 Fees are payable during any periods of absence from the nursery, including sickness, holidays, during public and bank holidays and on occasions when the nursery may be closed for reasons such as; inset days and due to circumstances beyond our control. Fees will be the responsibility of the person named on the Application Form
- 1.7 Fees are charged a month in advance, invoices go out on or around the 20<sup>th</sup> of each month and fees are paid before 1<sup>st</sup> of each month
- 1.8 Prices quoted per child are for a full day (7.30am-6.30pm) or a session (7.30am-1.00pm or 1.00pm-6.30pm) and include nappies, wipes, breakfast, lunch, tea. Extra sessions or full days (if available) outside the contracted weekly sessions are chargeable at the day rate of £72.50 per full day and £44.00 per half day session
- 1.9 Monkey Puzzle Day Nurseries operate a 'minimum number of sessions' policy to ensure child/children settle in to the nursery routine and gain maximum benefit from their time at nursery. The minimum is either 2 sessions or 1 full day (1sessions=1 half day)
- 1.10 Monkey Puzzle Day Nurseries reserve the right to charge interest on late fees. Children may be excluded from nursery if fees remain outstanding for more than 14 days beyond their due date and registration may be terminated
- 1.11 We may review our fees from time to time and may take the decision to increase them. If we do so, we shall give you at least three full calendar month's written notice of the revised fees and of your revised monthly fee. If you do not want to pay the revised fees and wish to cease using our childcare services, you can bring this contract to end by providing us with one full calendar month's written notice.
- 1.12 Parents / guardians / carers collecting children late from Nursery will be subject to a surcharge of £5 per 15 minutes

## **2. Free Childcare Entitlements**

- 2.1 We offer places to children in receipt of Universal (15 hours) and Extended (30 hours) childcare entitlements, these spaces are limited, these spaces are provided on a first come first served basis
- 2.2 It is the responsibility of the parent/carer to make the nursery aware that they are entitled to funding and would like to use their funding with us

## **3. Suspension/Termination**

- 3.1 One month's written notice is required if you wish to terminate your child's attendance or reduce your child's sessions
- 3.2 We may cancel the contract at any time providing you with at least one full calendar months' notice in writing
- 3.3 We may cancel the contract at any time with immediate effect by giving you written notice if:
  - 3.3.1 You do not pay us when you are supposed to as set out in condition 1.10
  - 3.3.2 You break the contract in any other material way and you do not correct or fix the situation within 15 days of us asking you to in writing;
  - 3.3.3 We deem the behaviour of your child to be unacceptable or likely to endanger the safety, health or wellbeing of our staff, other children or anyone else at the nursery.
  - 3.3.4 We deem your behaviour to be unacceptable, including where you are verbally or physically abusive to a member of our staff

## **4. General**

- 4.1 If a member of staff is sick you may be required to remain with your child while an alternative member of staff is deployed
- 4.2 Monkey Puzzle Day Nursery does not accept responsibility for accidental injury or loss of property. Children should not bring their own toys in to nursery. Monkey Puzzle Day Nurseries maintain those insurances required by law, copies of which can be seen at nursery. Nothing in these Terms excludes or limits the liability of us for death or personal injury caused by our negligence or the negligence of its officers, employees, agents, representatives, or sub-contractors.
- 4.3 If your child falls ill during a nursery session, the manager will contact the parent/guardian/carer.
- 4.4 If your child is suffering from a contagious illness your child should not be brought to nursery until the illness has passed. The Nursery will follow their illness and medication policies, in turn, it is expected that you fully adhere and follow guidance from a member of management to prevent further spread of infection.
- 4.5 Parents/guardians/carers are required to inform the nursery if your child is to be absent due to illness, you must comply with the nursery policies with regards to sickness, as above. If no contact has been made to the nursery to inform them of the absence by 11am or 2pm (for afternoon sessions) then every attempt will be made to contact parents and emergency contacts, if contact has still not been made then a visit to the child's address will be undertaken
- 4.6 On sunny days sun cream will be applied to your child for protection against sunburn
- 4.7 Where a member of staff, within six months of leaving Monkey Puzzle Day Nurseries, is employed by a parent / guardian / carer previously registered at the Nursery, then the parent / guardian / carer shall be liable to pay a sum equivalent to six months' salary for that employee at the time their employment finished with Monkey Puzzle Day Nurseries.
- 4.8 For training purposes your child may be subject to student observations during college placements. The Nursery will also make observations and keep records on your child. If you do not wish your child to be observed, please inform the Nursery Manager

- 4.9 The Nursery has a responsibility to contact the Local Safeguarding Authority should they have any concern that a child in their care may be the subject of neglect, ill treatment or abuse. This may be done without informing the parent / guardian
- 4.10 We are unable to give medication that is not prescribed apart from Calpol for a high temperature developed at nursery
- 4.11 It is at management discretion that we exclude for various illnesses as per our sickness policy

**I understand and agree to these terms and conditions**

Parent/Carer Sign and Date

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