

Parent Contract & Terms and Conditions

The Agreement:

The Admission Form and the Parent Contract & Terms and Conditions represent the understanding between the Nursery and the Parent(s)/Guardian(s). The signing of the Parent Contract & Terms and Conditions gives rise to a legally binding contract on the above terms between you and the Nursery and constitutes commencement of the Agreement. Any breach of the Parent Contract & Terms and Conditions will result, if necessary, in your child's place being withdrawn and possible court action to recoup any money owed to the Nursery.

Absences: Fees are payable in advance for all sessions booked. No refunds will be made if your child is absent from the Nursery, whether the absence is due to illness, holidays, or other such reason.

Abuse to Staff: We will not tolerate any form of bullying, harassment, intimidation, or violence towards any Nursery staff member. If a parent intimidates or acts in an aggressive way towards a staff member, they will be asked to leave the premises immediately. This may result in the loss of your child's place at the Nursery. More serious incidents will be reported to the police for further action.

Admission: It is the intention of the Nursery to make our provision accessible to children and families from all sections of the community. Our admissions policy operates in conjunction with our Equality Policy to ensure that is applied in a fair and unbiased manner. Children may attend the Nursery when they reach 3 months of age and can remain with us until they attend primary school.

Application Fee: Once you have decided to send your child to the Nursery, you will be required to complete and sign an Application Form agreeing to this Parent Contract and Terms and Conditions and to pay the Application Fee. Your Admission will not be finalised until both have been received. As part of the Application Fee, two items of uniform will be provided to your child when they start.

If you qualify and have been accepted for the Funded Early Education Entitlement (FEEE) funded only free place, there is a nominal Application Fee which will be refunded to you when your child takes up the place. Alternatively, it can be exchanged for two items of uniform. More information about this place can be found on page 3 of this document (see Montessori Supplement).

If a Nursery place is not immediately available, your child's name will be placed on the waiting list. The Application Fee is non-refundable if the place request is withdrawn for any reason. In the case of the Nursery being unable to offer a place the Application Fee will be refunded.

Attendance: We are flexible about attendance patterns to accommodate the needs of individual children and families. We offer a School Day (0900-1600) or an Extended Day (0800-1730) and ask that children attend a minimum of twice per week. This is to ensure that children benefit from continuity and stability in their learning environment. If you wish to increase the number of sessions your child attends, you must notify the Nursery by email, and you will be advised as to the availability.

Bank Charges: In the event of a payment being recalled, we will contact you to ask for an alternative payment to be made. Any charges that have been passed onto us by our bank will be included.

Child Illness: To control the spread of infection the Nursery reserves the right to contact you to ask that you collect your child if they appear unwell during the day, or to contact an emergency contact (as stated in the Enrolment Form) to collect on your behalf. It is our policy that unwell children need to be at home to recover from illness; this includes

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both infectious and non-infectious illness. All parents are required to inform the Nursery if their child has been unwell over the weekend or overnight before a session and if the child has been given medication.

Child's Birth Certificate: All children in receipt of the Funded Early Education Entitlement are required to provide the original birth certificate for verification. We will be unable to claim funding on your behalf if we do not hold the certificate number and date of issue. We request this information at point of entry to the Nursery.

Disclosures: The Nursery needs to be informed about any medical and non-medical condition, health problem, allergy or suspected learning difficulty affecting your child. We also need to be informed of any family circumstances or court order that may affect your child whilst in our care. Please ensure that such information is disclosed on your child's Nursery Enrolment Form. In addition, you are required to inform the Nursery in writing of any changes to the information held by us (e.g., changes to emergency contacts, allergies, medical conditions).

Emergency Contacts: In the event of an emergency or child illness, parents or other emergency contacts must be able to collect children within 30 minutes of receiving a telephone call. Details of all emergency contacts must be given at the point of enrolment and kept up to date thereafter.

Fees and Payments: Our Nursery fees are set at a competitive level to maintain a sustainable and well-equipped setting. Additional hours, not covered by the Funded Early Education Entitlement, are charged at our standard rate. A full list of charges can be found on the Nursery website and is also available from the Nursery Finance team.

Fees are billed termly and can be paid via bank transfer, Childcare Voucher or Tax-Free Childcare. Other payment methods can only be used with prior agreement by the Finance team and will be subject to an additional charge due to bank processing charges incurred by the Nursery.

Fees for each term are payable in advance by the dates given below:

- Autumn Term – 15 August
- Spring Term – 15 December
- Summer Term – 15 April

Payments must clear our account by the dates given above or the due date given on the invoice irrespective of the method used. Late payments will incur an automatic fee of £50. Fees are payable by the Parents/Guardians, individually and/or jointly, who have signed and returned the Admission Form, Parent Contract and Terms and Conditions.

Fees increase annually in April. We will provide written notice of at least one month in advance of fee increases.

Hours of Operation: The Nursery is open Monday to Friday;

8.00am to 5.30pm, 51 weeks per year for all-year-round places

9.00am – 4.00pm, 38 weeks for term-time only places each academic year.

The Nursery is closed on all public holidays and can be closed for up to three days per academic year for staff continuous professional development training. It is also closed for one week at Christmas.

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Late Collection Charge: You are required to inform the Nursery as early as possible if you are going to be late collecting your child. This is to ensure that sufficient staff cover can be arranged. If a child remains uncollected after the standard finish time of a session, the Nursery reserves the right to charge a late collection fee as follows: £15 for up to 15 minutes and £30 for up to 30 minutes. Late collection charges will be invoiced and require immediate payment.

Liability: The Nursery accepts no liability for any pecuniary or other loss suffered by you arising directly or indirectly because of the Nursery being temporarily closed or the non-admittance of a child to the Nursery for any reason.

Local Authority Funded Early Education Entitlement: The Nursery offers the Funded Early Education Entitlement following the guidelines of the Essex Provider Contract and Handbook. We accept 15 hours and 30 hours of Funded Early Education Entitlement for eligible 2-, 3- and 4-year-olds. Parents must pay for any hours their child attends over their FEEE funding entitlement. If your child is not eligible for the Funded Early Education Entitlement our standard charges will apply.

Once your child is eligible for the Funded Early Education Entitlement, you will need to complete a Parent Agreement Form every term, stating the exact number of hours per week that your child will be attending. These forms are issued by the Local Authority which we send on to you as soon as we receive them. It is your responsibility to ensure that we receive your completed form in good time. We will be unable to claim your funding without a completed form.

Where a parental contract has been signed agreeing to take the Funded Early Education Entitlement, the Nursery will secure funding for a full term, unless there are exceptional circumstances. Once you have signed a contract of attendance, you will not be able to transfer the Funded Early Education Entitlement payment to another provider during the same term unless agreed by Play to Learn Head Office.

If the Local Authority refuses to pay the Funded Early Education Entitlement because you are no longer eligible for either 15 hour or 30-hour funding or because you have over claimed, then you will become liable, and the Nursery will charge the fees to you directly.

Montessori Supplement: The fees include a Montessori Supplement which is not covered by the Funded Early Education Entitlement funding. The Montessori Supplement is for the Montessori education that the children in our care enjoy, including specialist teaching, curriculum resources and staff training. It also enables us to offer much better staff: child ratios than the industry standard.

If your child is eligible for FEEE funding and you are unable to afford the Montessori Supplement, please contact Play to Learn Head Office to discuss the availability of a FEEE funded only free place. Only those accepted on a FEEE funded only free place are exempt from paying the Montessori Supplement.

Non-Payment of Fees: In the unfortunate event that payment is not received, or if fees are not paid as agreed, or if payment is not forthcoming by a particular date the Nursery reserves the right to terminate and/or amend this contract with immediate effect and withdraw the child's place. The Nursery also reserves the right to pursue non-payment of fees in the small claims court.

Payment Plans: On a case-by-case basis, Play to Learn Head Office may allow payment in instalments. There is an Administration Fee of £10 per term to use this service. In these circumstances, fees are payable in four equal instalments and should clear our account by the dates given below:

- Autumn Term – 15 August / 15 September / 15 October / 15 November
- Spring Term – 15 December / 15 January / 15 February / 15 March

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- Summer Term – 15 April / 15 May / 15 June / 15 July

No reminders will be sent. Failure to meet these terms will result in your removal from the scheme and fees will then become due for immediate and full payment.

Photography: Any visual images or recordings showing children other than your own should not be posted on any social networking sites or blogs. The Nursery will not photograph your child without prior consent.

Pre-school Closure: On occasion there may be circumstances beyond our control that means the decision has to be taken to close the Nursery. The Nursery is obliged on these occasions to pay the staff and the Nursery reserves the right to charge for any session which your child would have attended if the Nursery had not been closed due to circumstances beyond its control.

Property and Belongings: The Nursery cannot be held responsible for the loss or damage to children's property unless damage is caused due to the negligence of our staff. Every reasonable effort will be made by the staff to ensure that children's belongings are not lost or damaged. Parents should supply sufficient, practical clothing, labelled with your child's full name, for your child's daily needs.

Removal: In extreme cases, and as a last resort, we may require you to withdraw your child from the Nursery permanently on grounds of a child's disruptive or inappropriate behaviour if it is in the best interests of your child and/or other children who attend the setting. We will consult with you before making such a decision.

Security: Under no circumstances will a child be allowed to leave the Nursery with anyone unknown to the staff, unless previously arranged by you. If you make prior arrangements by telephone, the Nursery will require the name, address, and telephone number of the chosen person, as well as proof of identity on their arrival. A password will be required.

Term dates: The academic year is split into three variable length terms:

- Autumn (September to December)
- Spring (January to April)
- Summer (April to July)

The actual academic weeks open each term are published in advance and can be found on the Nursery website.

Termination or Cancellation: If you wish to remove a child from the Nursery Parents/Guardians are required to give a minimum of two calendar months' notice in writing.

If you want to reduce the number of sessions attended, Parents/Guardians must give a minimum of two calendar months' notice of the change in writing.

Any postponements of the agreed start date for your child will require one month's written notice.

In lieu of notice for any of the above, Parents/Guardians will be liable for six weeks fees. For those children for whom the Nursery would have claimed funding, the full cost of six weeks fees will be liable. Fees in lieu of notice are payable whether or not your child attends the Nursery during the notice period.

Uniform: Two items of uniform will be issued when your child starts at the Nursery unless you decline this option. Further items of uniform can be purchased upon request. Uniform is not compulsory.

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Visits/Trips: These will be charged separately, and the Nursery will be closed on these occasions. Parents/ Guardians are expected to accompany their child/ren on visits or trips to places of interest. There will be no refund of fees for the sessions that would have taken place that day.