



## Chrysalis Nursery and Pre-School Terms and Conditions

(Updated 17/08/2020)

The document and the terms and conditions within it govern the basis on which Chrysalis Nursery and Pre-School (referred to here as ‘we’ / ‘our’ / ‘us’ agree to provide childcare services to parent(s)/guardian(s) (referred to as ‘you’).

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. We will ask to see your child’s birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child as part of our registration process.

**Commencement date of agreement:** 02/03/20 **Expiry date of agreement:** \_\_\_\_\_

| Chrysalis Nursery & Pre-School<br>Under 3’s  | Chrysalis Nursery & Pre-School<br>Cricket Club (additional facilities).   | Chrysalis Nursery & Pre-School<br>Loughton High Road   |
|--|---|--|
| 3 Church Hill<br>Loughton<br>Essex<br>IG10 1QP<br>Tel: 0208 508 1888<br><br>Email: <a href="mailto:info@chrysalisnursery.co.uk">info@chrysalisnursery.co.uk</a><br><br>Ofsted no: EY445564 | High Road<br>The Uplands<br>Loughton<br>Essex<br>IG10 1NQ<br><br>Extra curricular activities can be held at the cricket club e.g. ‘Stretch & Grow’, Graduations, Christmas Parties etc. | Lincoln Hall<br><br>125 High Rd<br><br>Loughton<br><br>IG10 4LT<br><br>Tel 0208 502 2912<br><br>Email: <a href="mailto:info@chrysalisnursery.co.uk">info@chrysalisnursery.co.uk</a><br><br>Ofsted no: EY499597 |

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Changes to start date or booking patterns are subject to availability. Considerable changes prior to starting may result in your deposit being lost. Any changes to booking patterns will come into effect from the 1<sup>st</sup> of the following calendar month after the two months' notice.

Once at the nursery, two months' notice is required to change your booking pattern.

This agreement will automatically end when your child reaches 5 years of age.

Chrysalis Day Nursery reserves the right to update/amend the terms and conditions contained herein at any time.

## **Terms and Conditions**

### **1.1 Our Obligation to You**

- 1.2 We will inform you as soon as possible whether your application for a place has been successful. You must confirm in writing within one week of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn. Once you have confirmed the place, a deposit and registration payment will be required to hold the place for your child. The monetary value of the deposit will be published as part of our schedule of fees which can be obtained on request. The deposit will be taken off the amount of the final invoice at the end of your child's attendance.
- 1.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- 1.4 We will notify you as soon as possible of any days we will be closed.
- 1.5 We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.
- 1.6 We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.

- 1.7 We will comply with the requirements of the Early Years Foundation Stage and our OFSTED registration in regards to the childcare services we provide for your child.
- 1.8 We will maintain insurances which are required by law. Copies of these are displayed in the reception area of the Nursery & Pre-School.
- 1.9 Under no circumstances will a child be allowed to leave the Nursery or Pre-School with anyone unknown to the staff, unless previously arranged by you. If you make prior arrangements via telephone, the nursery will require the name of the chosen person, as well as the password allocated on your child's registration form.
- 1.10 If parents enter into an agreement with a member of Chrysalis staff to accept babysitting or child minding services for parents outside of nursery operating hours or to take children to or from the Nursery or Pre-School on your behalf, Chrysalis Nursery cannot be held accountable for any actions encountered. (Please read the full babysitting policy).
- 1.11 Chrysalis Nursery staff are obligated under child protection procedures to report to the Local Authority Safeguarding team and OFSTED any incident where we consider a child may have been put at significant risk. This may be done without informing the parent /guardian.

## 2.1 **Your Obligation to Us**

- 2.2 You will read and abide by our policies and procedures.
- 2.3 You will need to complete and return our Registration Form to us before your child can start with us.
- 2.4 The Registration Form includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.5 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.6 You must notify the Nursery if your child suffers from any infectious or contagious diseases or any non-medical condition, health problem, allergy or suspected learning difficulty.
- 2.7 On the Registration Form you must inform us if your child is the subject of a Court Order. If the child becomes the subject of a Court Order you must immediately inform us in writing. You must provide a copy of such order on request.
- 2.8 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that

the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.

- 2.9 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible.
- 2.10 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.11 You will provide us with two months' notice of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Agreement). If insufficient notice is given you will be responsible for the full fees for your child for two months from the date of notice. If you are ending this Agreement, notice must be given by completing our Notification of Leaving / Reduction of hours form which is available on request.
- 2.12 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child. We require notification in writing of any changes made to emergency contacts, dietary requirements, allergies, etc.

### **3.0 Payment of Fees**

- 3.1 Prior to starting the Nursery, a registration fee and deposit are required. The deposit is refunded when your child leaves the Nursery, provided two calendar months' notice is given and all Nursery fees have been paid in full. If your child does not attend the Nursery the deposit will not be refundable.
- 3.2 Our fees are based on a monthly fee that shall be notified to you in advance of your child starting. We may review these fees at any time but shall inform you of the revised amount at least two months before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us two months' notice, by completing our Notification of Leaving Date form which can be obtained from our Nursery Manager.
- 3.3 All fees are payable monthly and are due on the first day of the month, in advance. Fees are calculated evenly over a 52 week year, by multiplying the weekly fee by 52 and dividing by 12.
- 3.3 If payment is not received on time we will notify you on the 5<sup>th</sup> day of the month of the non-payment and you must make the payment within 3 days. If fees remain unpaid Chrysalis reserves the right to withdraw childcare and terminate the contract with immediate effect. Arrangements will then be made to reclaim any outstanding

fees, together with any late payment charges and associated costs and interest. A charge of £25 per week will apply for fees that are paid late or for any cheques that fail to clear.

- 3.4 All payments made under the Agreement should be by standing order unless payment by cash, debit/credit card is agreed with us in advance. All payment, regardless of method, shall be made by you monthly, in advance on the first day of each month (the due date).
- 3.5 Extra sessions can be booked if availability allows. They must be paid for in full before the start of the session.
- 3.6 Fees are payable for any holiday time or other absence your child may take away from the nursery. Fees are still applicable if your child is unable to attend due to illness. We are open Monday to Friday all year around except on statutory Bank Holidays where normal fees apply. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.
- 3.7 Where we offer a reduced fee rate after a child's third birthday, that reduction will take effect from the first day of the following billing period.
- 3.8 Late collection of children will be charged at the rate of £10 per 15 minutes or part thereof.
- 3.9 On leaving the nursery, if there are any outstanding debts which are not paid for, in full, we will refer them to our debt collection company, which may impact on your credit rating.

#### 4.1 **Suspension of a Child**

- 4.2 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.
- 4.3 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Agreement by giving written notice, which will take effect on receipt of the notice.
- 4.4 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.

- 4.5 During any period of suspension for behaviour-related issues, we will work with the Local Authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.
- 4.6 If your child is suspended part way through the month, under the conditions stated in clause 4.3 we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us.

## 6.1 Termination of the Agreement

- 5.1 You may end this Agreement at any time, giving us at least two months' notice in writing and by completing the Notification of Leaving Date form. Please note the leaving date will only take effect when the form is received. If two months' notice is not given you will be liable for two month's fees.
- 5.2 We may immediately end this Agreement if:
- 5.2.1 Any fees remain outstanding or by giving two months' notice. We can end the contract immediately if you or anyone responsible for your child is abusive towards, or acts in an inappropriate manner, towards or in front of any other children or member of staff.
  - 5.2.2 You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;
  - 5.2.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff;
  - 5.2.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support, at which point we may end this Agreement.
- 5.4 You may end this Agreement if we have breached any of our obligations and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.
- 1.12 We may require to permanently withdraw your child from the Nursery in the event that we consider it to be necessary in the interests of the Nursery or the child. We will consult you before making such a decision, but this could arise, for example, on the grounds of a child's disruptive or inappropriate behaviour, or medical condition.

## 6.1 **General**

- 6.2 If we have to close or we take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions, pandemics) a retainer fee to secure your space will be charged and a percentage of the fees may be payable up to a maximum of 50%. We shall be under no obligation to provide alternative childcare to you.
- 6.3 If you have any concerns regarding the services we provide, please discuss them with your child's key person. If these concerns are not resolved to your satisfaction, please contact the Manager. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our Making a Complaint Policy.
- 6.4 If you wish to take your child out for part of the day (for an appointment or otherwise) after they have been dropped to the nursery and return them to us before closure you must sign the 'Leave and Return book'. If it is anyone other than the legal Parent/Guardian is collecting prior consent must be given in writing.
- 6.5 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our nursery, or to ask you to collect your child if they become unwell whilst in our care, in line with our Managing Children who are Sick, Infectious or with Allergies Policy.
- 6.6 Whilst food and drink is provided on the premises, we are not a commercial kitchen and may not be able to cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. It is our usual practice to provide both a meat and vegetarian option. Every effort is made to follow recommended food preparation guidance and to ensure that all staff involved in the preparation and serving of food are suitably trained. If a birthday cake is brought in to the nursery to distribute to your child's friends we ask that it is nut free (this will be wrapped and send home to parents for consumption).
- 6.7 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulation and our Confidentiality and Client Access to Records Policy. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.
- 6.8 Children are never discussed with any parent other than their own and confidentiality is maintained at all times. However, it is a condition of your child's attendance that we

may disclose, on a need to know basis, within or outside of the Nursery, any confidential information or circumstances that may have a bearing on your child's health, safety and welfare.

- 6.9 We cannot be held responsible for loss or damage to children's property, including push chairs or car seats left on our premises. Every reasonable effort will be made by staff to ensure the children's belongings are not lost or damaged. Practical 'inexpensive' clothing is advised and please ensure it is labelled with your child's full name. When the children start or transition over to Pre-School they are required to wear the Chrysalis Uniform. This can be purchased via the Pre-School Office prior to them starting.
- 6.10 All children have a Tapestry account to record their progress. Parents can access the account via their own password or app or you can ask to see or access at any time. We will discuss new observations with you and you are invited to discuss your child's progress with his/her key worker and add observations to their Tapestry profile. When your child starts at primary school this record shall be passed on to the class teacher.
- 6.11 From time to time we will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our computer whilst your child is with us and uploaded onto Tapestry on occasions. The photographs are used for display and for your child's records within the setting. Consent to do this is gained via your Registration Form.

## 7.1 **This Agreement**

- 7.2 We reserve the right to vary the terms and conditions contained in this Agreement
- 7.3 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.
- 7.4 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.



## **Acceptance of Our Offer of a Childcare Place**

These terms and conditions, together with the nursery policies and procedures, form your agreement with Chrysalis Day Nurseries Ltd for providing nursery care for your child.