

 **Terms and Conditions**

 **June 2018**

In the following terms and conditions “You” refers to the person who is signing the ”parent declaration” above and “We” refers to Free Rangers Nursery.

**Nursery Places and Bookings**

A signed and fully completed application form must be received before a place can be confirmed. Full and part time sessions must fit in to the session times we offer. If sessions are available and confirmed, a £100 deposit will be required, of which £75 will be refunded upon leaving Free Rangers, assuming your account is cleared.

For children in receipt of funding a non-refundable administration charge of £25 will be payable. Please note funding is only offered on an all year-round basis, this being the universal 12 hours or 23 hours extended offer.

Should you cancel your place at Free Rangers the £100 will not be refunded. With regards to a request to defer a child’s start date, it is to our discretion as to whether we agree to this or not.

In addition to the deposit, on confirming your chosen sessions, that should be no later than 12 weeks before your start date, your child’s first month’s fees will be payable. This will be credited to your account and will clear your first month’s invoice (assuming no extra sessions or ad hoc sessions have been added.) Should you cancel your sessions or defer your start date without eight weeks’ notice in writing, this money will be non-refundable. These terms apply also to the additional charges applied to children in receipt of two or three-year funding.

All children’s start date will be the first of the month, or the nearest week day of a new month, unless in receipt of funding. Therefore, a full month’s fees will be payable for your child’s first month with us.

Please also note that the delivery of Forest School is integral to our setting, we insist that children do at least two sessions a week, (one full day, two mornings, two afternoons or one morning and one afternoon,) out of these two sessions, one will be a specific Forest School session. For Children who receive funding a minimum of 12 hours must be attended, where available.

**Fees and Invoices**

Invoices are calculated on a basic calendar month in advance and are payable by the 15th of each month. Extra sessions and ad hoc sessions will be charged to the next month’s invoice. All sessions and any ancillary costs (such as food) must be paid for, regardless of whether the child attends. No refunds will be given for sessions missed due to sickness, holiday time, extreme weather conditions or as a result of exclusion due to non-payment. Free Rangers will be closed on Bank Holidays and will not charge on these days. We are unable to re-arrange sessions for funded hours that fall on bank holidays or refund any government funding received.

Payment is per calendar month in advance. If payments are cancelled or returned by the Bank, a penalty fee of £20 will be charged to cover costs incurred by the nursery.

Failure to meet payments will result in a late payment of £5 per overdue day being added to the next invoice. In the event that fees are not paid by the due date, we reserve the right to exclude any child without notice. You will remain liable for fees from one term from the exclusion date. We reserve the right to recover all costs relating to the recovery of any unpaid fees, including but not limited to management time and expenses, court fees, solicitor’s fees and bailiffs. Once a contract has been ended late payment fees cease and statutory interest at 8% over bank base rate will be due on the full balance outstanding until settled in full.

If you are late collecting your child from nursery, a late collection charge of £2.50 for every 5 minutes may be imposed.

If your fees are being paid for by a third party it is your responsibility to ensure that the third party pays within the time stated on the invoice. You will be liable for the late payment fees and other charges not the third party.

**Nursery Closure**

The nursery will be closed on all statutory Bank Holidays, a week at Christmas, a week at Easter. Please find holiday dates on our App, Facebook page and on our website. We reserve the right to hold three staff inset days per year and will let you know in advance when these will be. Parents will not be charged for these days.

**Termination/Cancellation/Change**

We require one month’s notice, in writing, should you wish to terminate a nursery place. You still remain liable for fees throughout the notice period. If you withdraw your child during this notice period, the fees shall remain payable. If you wish to decrease your child’s hours with us, we will need notification in writing and these decreased changes will take effect from the following term, meaning your child’s current hours are payable until this date. If your child is in receipt of funding the above is still applicable. If you wish to increase your hours, we will endeavour to accommodate your needs.

We reserve the right to terminate a nursery place with immediate effect if any fees are not paid by their due date, or if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour. In all other circumstances we will give you one month’s notice, in writing, should we wish to terminate our agreement with you.

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 nursery staff to ensure the children’s belongings are not lost or damaged. Practical ‘inexpensive’ clothing is strongly recommended. It is your responsibility to name and clearly label all items of clothing. We suggest that all toys, books or other equipment are left at home. The nursery cannot be held liable for any theft or damage in the Free Ranger’s car park.

**Behaviour Management**

We will not tolerate 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. A child may be asked to be removed from nursery in the event that the staff considers the child to be displaying disruptive or inappropriate behaviour.

**Liability**

We accept no responsibility for children whilst in their parents’ care on nursery premises i.e. prior to arrival or 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 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.

We will make reasonable endeavours to keep parents’ and / or children’s property in good order but we do not accept liability for damage to such property.

**Accidents and Illness**

We reserve the right to administer basic first aid and treatment when necessary. You 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 you but failing this, we are hereby authorised to act on behalf of parents and authorise necessary treatment. We will administer prescribed medicines if you complete a ‘Medicine Form’; however, the medicine must be taken for 48hours at home initially.

We may require you to withdraw your child from nursery, in the event that they require special medical care or attention, which is not available or refused by you or it is considered that the child is not well enough to attend nursery. We may also ask you to withdraw your child from nursery, if we have reasonable cause to believe that they are or maybe suffering from or has suffered from any contagious disease/infection and there remains a danger that other children at the nursery may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections.

Please refer to our illness policy regarding incubation and exclusion periods. You are requested to inform the nursery if your child is suffering from any illness, sickness or allergies before attending nursery. We understand the needs of working parents but we reserve the right to contact you if your child becomes ill whilst at nursery and require you to arrange for your child to be collected.

Security

Under no circumstances will the child be allowed to leave nursery with anyone unknown to nursery staff unless you have previously arranged this. We will require them to have a password before they will be allowed to enter the nursery.

**General Information**

You are requested to inform nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/allergy. You must provide details of the severity of the reaction/allergy and must continue to inform nursery of any changes/progress to the condition when they become aware of it. You are requested to inform nursery of any changes to all information kept in nursery.

You agree that you will not at any time, whether throughout the continuance of this agreement or for a period of six months after its termination, directly or indirectly (via agencies) employ/entice away an employee with whom they have had contact or dealings with at nursery. In the event that this happens 25% of the gross annual salary will be payable by you to Free Rangers.

We may require you to withdraw your child from nursery in the event that you are not completely honest about the child’s condition or withholds or is found to have withheld important information.

**Agreement**

These terms and conditions represent the entire agreement and understanding between, “You” the parent and,

“We” 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. You will be given one months’ notice of changes made. If you do not accept notified changes you must give one month’s notice in writing and withdraw your child from Free Rangers. The continued attendance of a child at Free Rangers after one month will be deemed as accepting the notified changes.

This agreement is governed by the Law of England and any disputes that cannot be settled by agreement will be dealt with in the English Courts. Where available the small claims court arbitration service will first be used in the event that any disputes cannot be resolved.