

The Eye Nursery Limited – Breakfast/Afterschool Club  
Terms & Conditions

The Eye Nursery Limited hereafter referred to as the breakfast and after school club (club/s) offer a definite/provisional place to the child referred to overleaf who is to join the club/s on the following terms. These terms and conditions relate to the contract between the club/s and the parent/guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

**1. The Club/s's Commitment:**

**1. We will:**

1.a Inform you if your club/s application has been successful. You must confirm within one week of receiving the acceptance that you wish to take the place at the club/s and pay the necessary deposit and registration fee to secure this place if you have not registered previously with the nursery. Your deposit will be refunded upon termination of this contract provided no monies are owed. No refund will be made should you accept the place and then decide not to take it.

1.b Provide the agreed facilities for your child at the agreed times (subject to any days the club/s are closed).

1.c Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare giving the club/s two weeks' notice in writing.

1.d Try and accommodate any emergency requests for childcare where possible providing we meet the legal staff/child ratios.

1.e Provide you with verbal updates as to your child's attendance on request.

1.f Try to make available a place for any sibling at the clubs. (however, we cannot guarantee that a place will be available.)

1.g. Report any safeguarding concerns where we consider a child may be at risk, to the relevant authorities. We may do so without your consent and/or without informing you.

1.h Notify you of any days on which the club/s will be closed.

1.i Close the clubs should Lady Bankes Primary School close.

1.j If the club/s must close or we take the decision to close due to events or circumstances that are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds 3 days in duration (excluding any days when the club/s would otherwise be closed), we will credit you with an amount that represents the number of days the club/s is closed in excess of 3 days.

1.k If you have any concerns regarding the services we provide, please discuss these with the breakfast and after school club manager. If these concerns have not been resolved to your satisfaction, please contact the nursery manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the nursery manager for review.

**2. Your Commitment to The Club/s**

**2. You will:**

2.a Read, understand, and accept our policies and procedures within the breakfast and after school club via the Family software. These can also be found on our website [www.eyenursery.co.uk](http://www.eyenursery.co.uk)

2.b Complete a medicine consent form if the staff are required to administer prescribed medicines to your child.

2.c Immediately inform us if your child is suffering from a contagious disease. You must not allow your child to attend the club/s whilst suffering from a contagious disease, which could be easily passed on to another child during normal daily activities in the club/s.

2.d Refrain from bringing your child to the club/s if he/she has suffered from vomiting or diarrhoea. They must be clear of these symptoms for 48 hours.

2.e Immediately inform us in writing of any changes to your contact details.

2.f Keep us informed of whom will be collecting your child, if the person collecting your child is not usually responsible for collecting them, we will require a pre-arranged password. If we are not satisfied that an individual can collect your child, we will not release your child into their care.

2.g Have a duty of care for handing over/collecting your child from a member of staff to ensure registration and sign out.

2.h Expect to answer some security questions to verify your identity for any telephone enquiries concerning your child.

2.i Inform us if your child is subject to a court order and provide us with a copy of such order on request.

2.j Immediately inform us if you are unable to collect your child from the club/s at the official collection time. A late payment charge will be applied. Continued lateness will result in breach of contract and your child's place will be withdrawn.

2.k Inform us in writing within a calendar month, of any dates on which your child will not be attending the club/s e.g. holiday or appointments.

2.l Pay a holiday retainer fee to secure your child's place for any absences exceeding two weeks and not more than four weeks. Absences for four weeks or more will be charged at your normal rate.

2.m Provide us with at least one calendar months' notice of your intention to decrease the number of hours your child spends at the club/s on a permanent basis or to withdraw your child from the club/s and end this agreement. If insufficient notice is given you will be responsible for the full fees for your child for the calendar month from the date of any changes as if their hours had not decreased. If you are ending this agreement, notice must be given in writing to the breakfast and after-school club manager.

2.n We accept no responsibility for any loss or damage to toys or personal property brought to the club/s.

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### 3. Payment

- 3.a Upon confirmation of your child's place, you will be required to pay a deposit and the registration fee prior to the issue of your first invoice on the 1st of the month.
- 3.b Our fee structure will be notified to you in advance of your child starting at the club/s. We may review these fees at any time but shall inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end this agreement with one calendar months' notice in writing to the after-school club manager.
- 3.c Fees must be paid monthly. Invoices for fees will be issued around the 1<sup>st</sup> of the month to be paid no later than the 15<sup>th</sup> of the said month.
- 3.d All payments under this agreement may be paid by BACS or childcare vouchers/tax credits and referenced with your child's name and invoice number.
- 3.e If you request additional sessions you will need to pay for these sessions on the next issued invoice.
- 3.f If you have been unable to collect your child by the official collection time and as a result we have provided additional childcare, you will be charged a late fee.
- 3.g No refund will be given for periods where your child's club place is unfilled due to illness or holidays.
- 3h Should your child have to isolate to await a Covid19 test or isolate with a positive result or have been instructed by Lady Bankes Primary School and or a government agency to isolate then a 50% retainer fee will be applied to cover the days your child has been booked in for and a credit will be raised accordingly.

### 4. Termination

- 4.a You may end this agreement at any time, giving us at least one calendar months' notice, in writing to the breakfast and after-school club manager.
- 4.b. We may immediately end this agreement if:
- 4.b.a You have failed to pay your fees.
- 4.b.b 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 us asking you to.
- 4.b.c You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff.
- 4.b.d Your child's behaviour is unacceptable or endangers the safety and wellbeing of any of the other children at the club/s.
- 4.b.e We take the decision to close your child's club/s. We will give you as much notice as possible of such a decision.
- 4.c You may immediately end this Agreement if:
- 4.c.a We have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.
- 4.c.b We suffer any event of insolvency

### 5. Employment of Staff

- 5.a If, during this agreement and for a period of 6 months after the termination of this agreement, you (directly or indirectly):
- 5.a.a Employ or otherwise engage the services of any member of our staff who has had contact with your child under this agreement in the last 6 months.
- 5.a.b Allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this agreement in the last 6 months. Then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.

### 6. General Data Protection Registration (GDPR)

In accordance with the General Data Protection Regulation (GDPR), we are required under data protection legislation to protect the privacy and security of your personal information. We are responsible for deciding how we hold and use personal information and notify you of the information contained in our privacy notice which can be found in our Policies and Procedures file on our website [www.eyenursery.co.uk](http://www.eyenursery.co.uk)

We may update this notice at any time but if we do so, we will provide an updated copy of this notice as soon as reasonably practical.

It is important that parents read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you and/or your child and are aware of how and why we are using such information and what your rights are under the data protection legislation.