

The Eye Nursery Limited

Terms & Conditions

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

1. The Eye Nursery's Commitment

1. We will:

1.a Inform you if your nursery application has been successful. You must confirm within one week of receiving the acceptance that you wish to take the place at the nursery and pay the necessary deposit and registration fee to secure this place. 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 accept it.

1.b Provide the agreed facilities for your child at the agreed times (subject to any days the nursery is closed).

1.c Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare giving the nursery 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 progress on request.

1.f Notify you of any days on which your child's nursery will be closed. If the nursery setting 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 nursery would otherwise be closed), we will credit you with an amount that represents the number of days the nursery is closed in excess of 3 days.

1.g Try to make available a place for any sibling at the nursery. (However, we cannot guarantee that a place will be available.)

1.h. 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.i. Endeavour to resolve any concerns regarding the services we provide, please discuss these with your child's Room Leader. If these concerns have not been resolved to your satisfaction, please contact the Settings Manager.

2. Your Commitment to The Eye Nursery

2. You will:

2.a Read, understand, and accept our policies and procedures via the Family software. These can also be found on our website www.eyenursery.co.uk

2.b Undertake a minimum of two days childcare per week, which is required for settling and development for children under 3 years.

2.c Acknowledge a medicine consent form via the Family app prior to the administration of prescribed medicine by nursery staff.

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

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

2.f Immediately update/change your contact details via the Family app.

2.g 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.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 nursery 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 via the Family app or in writing within a calendar month, of any dates on which your child will not be attending the nursery e.g. holiday or appointments.

2.l Absences for over two weeks or more will be charged at your normal rate to secure your space.

2.m Provide us with at least one calendar months' notice of your intention to change the number of hours your child spends at the nursery on a permanent basis or to withdraw your child from our nursery and end this agreement.

2.n We accept no responsibility for any loss or damage to toys or personal property brought to the nursery or Lady Bankes Primary School.

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 nursery. 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 Settings Manager.

3.c Fees must be paid monthly. Invoices for fees will be issued around the 1st of the month to be paid no later than the 15th of the said month.

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- 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 Should you bring your child into nursery earlier than the agreed time, providing we have sufficient staff ratios, you will be charged an early drop off fee.
- 3.h No refund will be given for periods where your child's nursery place is unfilled due to illness or extended holidays.
- 3.i The nursery is closed on Bank Holidays and two Training Days in one year at no charge.
- 3.j The nursery is closed between Christmas and New Year at no charge.

4. Termination

- 4.a You may end this agreement at any time, giving us at least one calendar months' notice, in writing to the Settings 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 nursery.
- 4.b.e We take the decision to close your child's nursery. 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. Funding

- 6.a Funded places are allocated at the discretion of the Settings Manager.
- 6.b Fully funded places are exempt from a deposit and registration fee.
- 6.c Funded children attending the nursery will be charged for meals unless you choose to provide an alternative e.g. packed lunch/tea.

7. 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

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.