

The Eye Nursery Limited Terms & Conditions

The Eye Nursery Limited hereafter referred to as the nursery (we, our and us) offer a definite/provisional place to the child referred to in the registration application made via the online Nursery webpage on our website [The Eye Nursery \(www.eyenursery.co.uk\)](http://www.eyenursery.co.uk) 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 identified in this registration application. The headings in this agreement are inserted only for convenience and shall not affect its construction.

You can find everything you need to know about us on our website but please also speak to our Settings Manager if there is anything that you would like to ask. We may modify and/or vary the terms of this agreement by providing you with at least 1 month's written notice.

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 (unless you are eligible for a fully funded place). Where you are exercising your entitlement to a partially funded place, you must pay the necessary deposit and the registration fee on the non-funded part of the place. The registration fee is non-refundable. Your deposit will be refunded upon termination of this contract provided no monies are owed to us and you have not decided to carry over your deposit to the breakfast and afterschool club. Except in accordance with clause 4.a, 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. We are unable to accommodate children arriving earlier than scheduled unless previously arranged.

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 [Eye Nursery Policies https://eyenursery.co.uk/policies-and-procedures/](http://www.eyenursery.co.uk/policies-and-procedures/)

(If we believe you are not compliant with these policies or procedures we will contact you to discuss the issue.)

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

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

2.d Refrain from bringing in your child if you have administered pain reliever medicine (analgesic).

2.e Inform us when your child has had an accident at home resulting in any marks or bruising, specifically any injury above shoulders or head injury.

2.f 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.g 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.h Immediately update/change your contact details via the Family app each time they change.

2.i Keep us informed of who 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 is authorised to collect your child, we will not release your child into their care and we will contact you immediately.

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

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

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2.l Immediately inform us if you are unable to collect your child from the nursery at the official collection time. You will be required to pay a late payment charge each time you are late. These fees will be calculated in accordance with the then-current fee sheet on our website [Nursery Fees](https://www.eyenursery.co.uk/nursery-fees-2/) (<https://www.eyenursery.co.uk/nursery-fees-2/>) (Fee Sheet). We shall be entitled to invoice you from the date you are late for these additional fees and these invoices will be payable by you on: (i) presentation of the invoice if the invoice is delivered to you from the 16th day of the month; or (ii) the 15th of the month if the invoice is delivered to you prior to the 16th day of the month. Repeated lateness and/or early drop offs will constitute a breach of contract and we reserve the right to withdraw your child's place in such circumstances.

2.m Inform the Settings Manager in writing, at least one calendar month before any dates on which your child will not be attending the nursery e.g. holiday or appointments.

2.n Remain fully liable for all fees during your child's absence(s), including but not limited to illnesses, holidays, and appointments. All absences will be charged at your normal rate to secure your space and no refunds shall be issued for any period of absence.

2.o Provide us with at least one calendar month's 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. We shall use reasonable endeavours to accommodate your request to change the hours your child spends at nursery but reserve the right to terminate this agreement immediately if this cannot be done.

2.p Remain responsible for your/your child's property. We accept no responsibility for any loss or damage to toys or personal property brought to the nursery or Lady Bankes Primary School.

2.q Confirm, prior to the commencement of your child's placement, if you wish us to provide catering services to your child and on what days you want these catering services to be provided. We shall charge you a fee for each meal we provide (calculated in accordance with the Fee Sheet) which will be applied to your next monthly invoice. Your choice of catering services may only be changed and/or amended by you providing us at least one month's notice.

2.r Where you do not choose for us to provide catering services, provide packed meals for your child for each day they attend nursery. Packed meals must comply with our healthy eating policies and ethos. If we are required to provide catering services to your child as a result of your failure to provide packed meals, we shall charge you a fee for each meal we provide which will be applied to your next monthly invoice. We reserve the right to terminate this agreement immediately in the event you repeatedly fail to provide your child with packed meals when required.

3. Payment

3.a Upon confirmation of your child's place, you will be required to pay a deposit and the registration fee in accordance with clause 1.a (if applicable) 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 month's 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.

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 during a particular month which we can accommodate you will need to pay for these sessions, and we shall be entitled to invoice you for them from the date we accept your request. You must pay this invoice on: (i) presentation of the invoice if the invoice is delivered to you from the 16th day of the month; or (ii) the 15th of the month if the invoice is delivered to you prior to the 16th day of the month.

3.f The nursery is closed on Bank Holidays and two Training Days (which we will provide reasonable notice of) in each year at no charge to you.

3.g The nursery is closed between Christmas and New Year at no charge to you. The exact dates will be notified to you in advance.

4. Termination

4.a This agreement comes into effect at the point at which we confirm in writing that your child has a space in the nursery and you have confirmed your acceptance of these terms. You have the right to change your mind and cancel this agreement at any point in its first 14 days by providing notice in writing to the Settings Manager. Should you cancel within this 14 day window, we shall refund you your deposit and any pre-paid fees for our services not performed, but not the registration fee. However, if during this 14 day window, on your request, we provided services to you, you are obligated to pay for these services. If any refund is due to you we will pay this within 14 days of you telling us you have changed your mind. The refund will be made by the same method that you used for payment to us. We do not charge a fee for the refund.

4.b In addition to your right to change your mind under clause 4.a, you may end this agreement at any time, giving us at least one calendar month's notice, in writing to the Settings Manager.

4.c. Your child's space is at risk if you fail to comply with this agreement. We may suspend and/or immediately end this agreement if:

4.c.a You have failed to pay your fees on time and/or in full.

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4.c.b You have breached any of your obligations under this agreement (including our policies) and you have not or cannot put right that breach within a reasonable period of us asking you to.

4.c.c You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff.

4.c.d Your child's behaviour is unacceptable or endangers the safety and wellbeing of themselves, our staff or any of the other children at the nursery.

4.c.e We take the decision to close your child's nursery permanently or for a prolonged period of time. We will give you as much notice as possible of such a decision.

4.d You may immediately end this agreement if:

4.d.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.d.b We suffer any event of insolvency.

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.

5. Employment of Staff

5.a You agree that, for the duration of this agreement you (directly or indirectly) shall not:

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; or

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.

6. Funding

6.a Funded places, like non-funded places, are allocated by the Settings Manager based on availability.

6.b Fully funded places are exempt from a deposit and registration fee. Partially funded places are exempt from paying a deposit on the funded part of the placement but shall still be required to pay a registration fee for the non-funded part of the placement.

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 <https://eyenursery.co.uk/policies-and-procedures/>

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.