



meadows
montessori
nursery

Terms and Conditions



Meadows Montessori Terms and Conditions

TERMS & CONDITIONS

OUR OBLIGATION TO YOU

- 1.1 We will inform you as soon as possible whether your application for a place has been successful. Along with the registration fee of £40 (non- returnable) a deposit payment may be required to hold the place for your child. This deposit will be deducted from your first invoice when your child starts at Nursery. If you for any reason you change your mind and do not use the place, or change the hours that you initially requested the secure fee is not refundable.
- 1.2 We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.3 We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child.
- 1.4 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare.
- 1.5 We will notify you as soon as possible of any days we will be closed.
- 1.6 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.
- 1.7 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.
- 1.8 We will comply with the requirements of the Early Years Foundation Stage (EYFS) and our Ofsted registration in regards to the childcare services we provide for your child.
- 1.9 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and any relevant changes, at a mutually agreed time.
- 1.10 We will maintain appropriate insurance to cover our childcare activities.
- 1.11 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

YOUR OBLIGATION TO US

- 2.1 You will need to complete and return our Parent Contract and pay the secure fee and registration fee before your child can start with us.
- 2.2 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.
- 2.3 The Parent contract includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.
- 2.4 The nursery must be informed about any medical and non-medical condition, health



problem, allergy or suspected learning difficulty affecting your child. We will also need to be informed of any family circumstances or court order, that may affect your child whilst in our care. Please ensure that such information is disclosed on your child's contract. In addition, you are required to inform the nursery in writing of any changes to the information held by us (e.g., changes to emergency contacts, allergies, medical conditions, etc).

2.5 You will read and abide by our policies and procedures.

2.6 You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with an infectious/notifiable disease. For the benefit of other children attending, you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.

2.7 You must keep us informed of the identity of the person(s) 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.

2.8 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. A late payment charge may be applied.

2.9 You will inform us in advance as possible of any dates on which your child will not be attending.

2.10 You will provide us with at least one month's notice of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Contract). A full month's fees will be due during this period of cancellation. If insufficient notice is given you will be responsible for the full fees for your child for one month from the date of notice. If you are ending this Contract, notice must be given in writing at least one month prior to the date requested and a full month's fees will be due.

2.11 You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

PAYMENT OF FEES

3.1 Our fees are based on a sessional fee. We review these yearly and 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 Contract by giving us one month's written notice.

3.2 Fees must be paid on a monthly basis, in advance.

3.3 All payments made under the Contract should be by bank transfer unless payment by cash or cheque is agreed with us. All payment, regardless of method, shall be made by you monthly, in advance on the 11th day of each month. If payment is made by cash, it is your responsibility to obtain a receipt as proof of payment. Late payments incur a late payment fee of £15. In addition, daily interest may be charged on all outstanding amounts.

3.4 If the payment of fees referred to in 3.3 is outstanding for more than 5 days then we may terminate this Contract immediately. Upon termination of this contract your child shall cease forthwith to be admitted, and the notice to so terminate shall be regarded as a formal demand for outstanding monies.

3.5 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional



childcare facilities, we will add the applicable charges to your invoice.

3.6 No refund will be given for periods where the place is unfulfilled due to illness on the part of either party. Children will not be credited with alternative sessions should they not fulfil their regular sessions.

3.7 We are closed for two weeks at Christmas, Bank holidays and 3 training days per year to support our continuing professional development for the benefit of children and families; no charge is made for these closures. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.

3.8 Where we offer a reduced fee rate after a child's 3rd birthday, that reduction will take effect from the first day of the following billing period.

3.9 In the event of late collection of your child, we reserve the right to charge for each additional 5 minutes.

3.10 We are required to share information between other settings that your child may also attend.

3.11 We cannot accept responsibility for any loss of, or damage to clothing or property however caused.

3.12 Children are the sole responsibility of their parents whilst outside the nursery. Please ensure their safety at all times. We cannot accept responsibility for any accidents or incidents that occur whilst the children are in the care of their parents.

3.13 Children receive a holiday discount of one week totalling their average weekly fees. This is credited on your yearly invoice.

SUSPENSION OF A CHILD

4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.

4.2 If the period of suspension for non-payment of fees exceeds one month, either of us may terminate this Contract by giving written notice, which will take effect on receipt of the notice.

4.3 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.

4.4 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.

4.5 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.

TERMINATION OF THE CONTRACT

5.1 You may end this contract at any time, giving us at least one month's notice in writing.

5.2 We may immediately end this Contract if:

5.2.1 You have failed to pay your fees;

5.2.2 You have breached any of your obligations under this contract 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 contract.

5.4 You may end this contract if we have breached any of our obligations under this contract and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

GENERAL

6.1 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) the sessional fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you.

6.2 If you have any concerns regarding the services we provide, please discuss them with the manager Colette Loveday. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our Making a Complaint Policy.

6.3 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 the nursery iPADS whilst your child is with us. The photographs are used for display and for your child's records within the setting. If we wished to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use, as indicated on our Parent Contract.

6.4 Any visual images or recordings showing children other than your own should not be posted on any social networking site or blogs.

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 setting. We will also 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. You are required to notify us should your child have been in contact with any infectious diseases.

6.6 You will need to notify us of any abnormality, infection, allergies or disability, which may affect your child, or any other persons within the nursery.

6.7 Should any illness, accident or emergency arise, we have the right to take such action as is necessary, including hospital visits, whether or not you or next of kin have been informed. We will contact you as quickly as possible.

6.8 If there are significant concerns for the safety and welfare of your child, it is our duty to report our concerns to the Local Authority and if it is considered necessary this will be done without your consent.

6.9 Whilst food and drink are 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.

6.10 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulation 2018, Data Protection Policy and our Confidentiality and Client Access to Records Policy. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is given to you at the point of registration. We collect information about your child and use this personal data to:

- support your child's development
- monitor and report on your child's progress.

6.11 We are required by law to pass some information to Essex County Council as the Local Authority (LA) and the Department for Education (Department for Education) through the Free Early Education Entitlement Headcount and annual Early Years Census (in line with our Free Early Education Entitlement Policy). This information includes your child's name, date of birth, home address, the number of Free Entitlement hours you are accessing for your child, and personal characteristics such as ethnic group and whether your child has special educational needs.

6.12 We will always seek your consent where we need to share information about your child with any other professional or agency. However, we are required by law to override your refusal to give consent in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

THIS CONTRACT

7.1 We reserve the right to vary the terms and conditions contained in this Contract

7.2 This Contract 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 Contract except to the extent that we vary terms from time to time.

7.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

DECLARATION – TO BE COMPLETED BY ALL PARENTS/CARERS NAMED AS HAVING PARENTAL RESPONSIBILITY

I/We have read and understood the terms and conditions of the parent contract and terms and conditions and accept and agree to abide by them.

I/We understand that the nursery reserves the right to amend the parent contract and terms and conditions from time to time, and that I/we will be given a reasonable amount of notice of any such amendment.

I/We understand that if I/we wish to remove our child from the nursery and terminate this contract that I/we must give notice in writing by the relevant date, given in the parent contract and terms and conditions, otherwise I/we will be liable to pay fees in lieu of notice.

I/We indicate that the information given on this form is accurate and correct, and that I/we will notify of any changes as they arrive.