

# THE KINDERGARTEN

## TERMS AND CONDITIONS

### FOR PARENTS AND CARERS

We believe these standard terms and conditions reflect the custom and practice of private nurseries providing full/part time care for children aged 0 – 14 years. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of The Kindergarten. Nothing within these terms and conditions affects the parent / carer's statutory rights.

To enable us to provide and maintain the highest standards of care we require all parents to be aware of, and abide by, the following conditions.

#### **Admission**

1. Children will be considered for entry to The Kindergarten when the registration form has been completed and returned to us with a non-refundable registration fee of £15 made payable to **Living Waters UK Ltd.**

#### **Welfare of the child**

2. We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care. We will respect your child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
3. Parents give their consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare.
4. Parents of children who are not potty trained must provide disposable nappies.

#### **Health and Medical matters**

5. If your child becomes ill during a nursery session the Nursery Manager/Room Leader will contact the parent/carer or the emergency contact indicated on the

registration form. Parents must inform The Kindergarten immediately of any changes to these contact details.

6. If your child is suffering from a communicable illness your child should not be brought to nursery until such time as the infection has cleared.
7. Parents/carers are required to notify the Nursery Manager if your child is absent from The Kindergarten through sickness.
8. Any child who has been sent home from The Kindergarten because of ill health will not be re-admitted for at least 24 hours. If a child is prescribed antibiotics they will not be allowed to return to The Kindergarten for 24 hours.
9. The Kindergarten cannot administer any medicine to a child unless prescribed by a doctor. Should the child be on prescribed medication, it is the responsibility of the parent or carer to notify the Nursery Manager, room leader or key worker and to sign the necessary form of consent.
10. We reserve the right to call an ambulance in an emergency and escort your child to the emergency department of the nearest hospital. Any decisions regarding the child's welfare will then be made by the emergency department at the hospital.
11. It is your responsibility to inform The Kindergarten if your child is not vaccinated in accordance with their age. If it is considered necessary, information regarding children vaccinated in nursery may be shared with other parents, however, individual names will not be given.

### **Food and dietary requirements**

12. We will work with parents/carers to provide suitable food for children who have a special dietary requirement as diagnosed by a doctor or dietician. Although all reasonable care will be taken to ensure that a child does not come into contact with certain foods, unless a doctor's note is provided The Kindergarten cannot guarantee this.

### **Concerns/Complaints**

13. Any question, concern or complaint about the care or safety of a child must be made in the first instance to the room leader/key person in charge. If the matter cannot be resolved at this level the matter should be referred to the Nursery Manager and should follow the settings complaints and compliments policy.

### **Disclosures**

14. Parents must, as soon as possible, disclose to The Kindergarten any known medical condition, health problem or allergy affecting the child, or any family circumstances or court order which might affect the child's welfare or happiness, or any concerns about the child's safety.

### **Fees**

15. All fees are charged monthly in advance and must be paid by the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form. Fees are payable during periods of absence from The Kindergarten, including sickness and holidays. The Kindergarten will be closed on the annual bank holidays.
16. Fees will be subject to annual increase on notice from the Nursery Manager/Owner.
17. Prices quoted are per child for a core day and include lunch and high tea. Extra hours (or parts of an hour) will be charged at the ruling rate and must be booked and paid for in advance. A core day is 10 hours or 4 hours per session.
18. The Kindergarten operates a policy of "trial sessions." This aids your child settling into The Kindergarten initially and then optimises maximum development from their time in The Kindergarten. This is particularly true for the under two age group. Please see the Nursery Manager for further details on the trial sessions required.
19. Once a place at The Kindergarten is confirmed the first month's fees become payable to secure the place. One month's written notice is required if you no longer require the place or wish to withdraw your child from The Kindergarten. Fees are payable during the whole of this time, fees are also payable if there is any delay in taking up the place once accepted.

20. If you register your child for a full time place (i.e. 10 sessions per week) and such a place is confirmed by The Kindergarten, you will not be permitted to reduce the number of sessions attended within a month, as one month written notice is required to reduce the sessions.

21. Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that The Kindergarten can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. No compensation will be paid or refund given if The Kindergarten has to be closed due to any reason beyond the control of The Kindergarten, such as power failures or weather conditions.

### **Unpaid fees**

22. The Kindergarten reserves the right to charge interest on late fees at the rate of 5% of outstanding balance. For dishonoured cheques/payments a charge of £20 per occasion will be applied.

### **Exclusion for non-payment**

23. Children may be excluded from The Kindergarten if fees remain outstanding more than 10 working days beyond the due date and the registration terminated.

### **Late Collection**

24. Parents/carers collecting children late from The Kindergarten will be subject to a surcharge, details of which are published at The Kindergarten. Charges are made every 15 minutes or part thereof. Parents / carers should be aware that The Kindergarten has to be vacated by the designated closing time.

### **Belongings**

25. The Kindergarten does not accept responsibility for accidental damage or loss of property.

### **Insurance**

26. The Kindergarten undertakes to maintain those insurances required by law. Details of these are available from the Nursery Manager. Copies of the current employer's liability and public liability insurance policies are displayed on the notice board at The Kindergarten.

## **General**

27. You should be aware that The Kindergarten occasionally takes photographs within The Kindergarten, which may be used, in training or promotional material. Parental preference is adhered to and permission will be sought via the settings permission form which is completed at enrolment.

## **Safeguarding children**

28. It is understood that The Kindergarten is under an obligation to report to the relevant authorities any incident where we consider a child may have been abused or neglected. This may be done without informing the parent/carer.
29. Any information given by a parent regarding their child will be treated with the utmost confidentiality, except in cases where abuse towards a child is suspected. The divulging of confidential information relating to The Kindergarten, its employees or customers to any third party is considered a breach of confidence and as such is regarded as constituting gross misconduct which could lead to summary dismissal from employment or cancellation of a nursery place.

## **Security**

30. Parents/carers are welcome to visit The Kindergarten, however we will not admit anyone without prior notification. It is the parent/carers responsibility to ensure that staff are aware of who will be collecting your child. No child will be allowed to leave the building with anyone, known or not, without prior notification.

## **Data Protection**

31. It is a legal requirement on The Kindergarten to hold information about children using The Kindergarten and its staff. Basic information is used for registers, invoices and for emergency contacts; however, all records will be stored in a locked room.

## **Legal Contract**

32. The offer of a place and its acceptance by the parents gives rise to a legally binding contract on the terms of these terms and conditions.
33. These terms and conditions are governed exclusively by English and Scottish law.