



DEAN CLOSE
LITTLE TREES
NURSERIES

DEAN CLOSE NURSERIES LIMITED

Independent Day Nursery

Terms and Conditions

(NL030)

Dean Close Little Trees, Dean Close Nurseries Ltd is wholly owned by The Dean Close Foundation, registered Charity No: 1086829

Dean Close Nurseries Ltd is a limited company registered in England - Registered Company number 09635445 which has its registered office at Dean Close School, Shelburne Road, Cheltenham, GL51 6HE.
It is wholly owned by The Dean Close Foundation a Charity registered in England and Wales, number 1086829. The Dean Close Foundation is a company limited by guarantee and registered in England No. 4193948 which has its registered office at Dean Close School, Shelburne Road, Cheltenham, GL51 6HE.

Dean Close Little Trees Terms & Conditions of Nursery place

Child's Full Name:

Agreement

These Terms and conditions represent the entire agreement and understanding between the parents and the nursery. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.

We reserve the right to update/amend these Terms and conditions at anytime without prior notice.

1. The Nursery opens from 8.00am-6.00pm. A session is from 8.00am-1.00pm or 1.00pm-6.00pm. A minimum of two sessions are to be booked. The nursery may open from 07:30 but an additional charge is made to access the service. Children should be delivered and collected within your agreed session times as per your registration form. Arrivals and departures between your booked session times are at your discretion. Late collection will result in a late collection charge.
2. No refund will be given for sessions where your child's nursery place is unfilled due to illness or holidays including instances of self-isolation or following government advice. Unfortunately we are unable to offer any days in lieu of absences. Where Nurseries are closed on Bank Holidays, you will not be charged. Where nurseries are closed for Inset training sessions you will not be charged.
3. Children must only be collected from the Nursery by a Parent/Guardian or someone who has been authorised to do so. If they are unknown to the Nursery they will be asked to provide identification and confirm the unique password set by the Parents/Guardian set up on the Admission Form. If the Nursery staff are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.
4. Only people authorised by Nursery staff may enter the building. Permitting entry to someone you do not know upon arriving and leaving the Nursery is NOT ALLOWED, even if you recognise them.
5. The Nursery should be informed immediately if you are unable to collect your child from the Nursery by the official collection time, and what arrangements have been put in place.
6. Please keep the FAMLY App updated with the family contact details. The nursery should be informed immediately of any changes to contact details for parents, including home address and including emergency contacts that you have nominated..
7. In compliance with: Standard 7 of the National Standards for under 8's childcare (England) / Standard 10 of the National Minimum Standards for regulated child care (Wales), no child is received into the setting if he/she appears to be ill. If a child becomes unwell during their time in the Nursery, care is taken to prevent possible cross infection and Parents are notified as soon as possible. Please refer to our *Medication Policy and Procedures* should a child become unwell.
8. Prescribed medication will only be administered on completion of the relevant medication form.
9. In the case of an emergency, every effort will be made to contact the Parent/Guardian. If hospital treatment is required the Nursery will contact the emergency services, take advice and act as necessary. If transport of the child to a hospital is required, a member of the Senior Management Team will transport/accompany the child to hospital.
10. Monthly fees are to be paid in advance by the 15th of each month by Direct Debit. A direct debit form will be completed for every child. We accept all child care vouchers. We participate in the government tax free child

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care schemes. Where local authority funding is available we reserve the right to impose restrictions. Any late payments of fees will incur an interest charge of 2% above the base rate of our bank on the fee outstanding for every day the invoice remains unpaid, along with an administration fee of £25.00 per month. For any failed Direct Debit or cheque we will charge a £25.00 administration fee. Any costs we incur for debt collection will be added to your account. We may suspend all services until payment is made in full, which, will include the suspension of the child and/or even termination of the contract permanently.

11. Parents will receive at least one month's notice of any increase in fees.
12. The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one [full calendar] months' notice (i.e. notice received on the 1st of a month could end the contract on the last day of the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month). . Failure to do so will result in fees being paid in lieu of notice.
13. Parents are requested not to send food or empty food packaging into the Nursery **without a discussion** with the manager. This is to ensure children with food allergies and intolerances are safeguarded from any potential cross contamination.
14. All Compliance Checks, Emergency Procedures and Health & Safety matters are in place, monitored and reviewed.
15. Little Trees has a 'Duty of Care' to Safeguard children. It is understood that it is under an obligation to report to the relevant authorities any instances where we consider a child may have been abused or neglected. We may do so without your consent and/or without informing you.
16. The nursery firmly believes in working with Parent/Guardian at all times. It is therefore essential that any birthmarks etc. are indicated on starting nursery. Accidents which occur in the home must be reported to a member of staff on arrival and recorded. This procedure is a requirement within our statutory Welfare Requirement.
17. If the Nursery that your child attends has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds 10 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 10 days.
18. Little Trees operates an 'Open Door Policy' which allows parents the opportunity to discuss small matters with staff at any time. However larger issues will need an appointment, which will be made for a time convenient for individual parents. If you have any concerns regarding the services we provide, please refer to the Complaints Policy.. Customer satisfaction is of paramount importance to us.
19. Photographs of the children who attend our nurseries may be taken. These photographs may be used for promotional purposes, for staff training/studying purposes or for our website. If you **DO NOT WISH** for your child's pictures to be used for the mentioned purposes, you will be able to specify so when completing the Consent Form.
20. We may immediately end this Agreement if:
 - a. you have failed to pay your fees;
 - 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 time of us asking you to;
 - c. you have behaved unacceptably in our opinion, as we will not tolerate any physical or verbal abuse to our employees, the children in our care or other parents..
 - d. your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children at the Nursery; or
 - e. we take the decision to close your child's Nursery. We will give you as much notice as possible of such a decision.
21. You may immediately end this Agreement if:

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- 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; or
- b. we suffer any event of insolvency.

22. Non-Solicitation of Staff - During the time of your child's attendance at the nursery and for a period of six months following the termination of the child's attendance at the Little Trees, the parent/guardian will not attempt to employ or entice away any persons employed or formerly employed by the Little Trees Nursery, Dean Close Foundation. In the event of a breach of this agreement the parent/guardian will cover all costs incurred relating to the recruitment, selection and administrative process necessary to replace the staff member(s) in question. Costs will include but will not be limited to advertising, management time, interviewing, agency and legal fees. If you employ a member of Nursery staff for casual babysitting duties, . We accept no responsibility for casual out of hours work delivered for you by our employees.

23. To view further information on how we access, use and share personal data please refer to our Privacy Notice available on our website.

I/We have read the general conditions as set out above and can access the Nursery policies at any time either on the website or upon request, and agree to abide by these and for my child/children to be cared for in accordance with all the information supplied to me. A copy of the Nursery Contract will be stored within my Famly account for ease of reference.

Full name of Parent/ Guardian 1:

Signature of Parent/Guardian 1: Date:

Full name of Parent/ Guardian 2:

Signature of Parent/Guardian 2: Date:

Date of Issue: July 2023

Review Date: July 2024

Owner: Foundation Bursar