

## Terms and Conditions

These Terms and Conditions relate to the contract between Chantry Childcare Ltd t/a Bluebell Children's Nurseries (the nursery) and the parent/guardian.

### 1. AGE

The nursery is open to children between 3 months and 5 years of age.

### 2. HOURS OF OPENING

The nursery is open all year round except for bank holidays and the working days in between Christmas Day and New Year's Day. In addition to this if Christmas Eve falls on a working day then the nursery will close at 1.00pm. Parents will not be charged for any these days that the nursery is closed.

Hours of opening are from 8am to 6pm. Depending on the availability of staff, the nursery manager might in exceptional circumstances, be able to reasonably extend these hours by prior agreement with the parent/guardian. An additional charge will be made for any child attending outside the normal hours of 8am to 6pm.

It is very important that all children are collected by the stated end time of their session or day, as any delays will require staff to work overtime. The nursery reserves the right to levy a charge for late pick up

### 3. REGISTRATION

Upon submission of a completed registration form and request for a place, the nursery will make an offer in writing to the parent/guardian.

A place will be considered booked once the offer by the nursery has been accepted by the parent/guardian in writing and a deposit of £80 paid by the parent/guardian to the nursery. In addition to the £80 deposit we also require a £20 registration fee, this includes a nursery T shirt at point of registration and a CD Rom of your child's learning journey.

Written acceptance by the parent/guardian of the nursery's offer and payment of the deposit deems the parent/guardian to be bound by these terms and conditions.

The deposit will be refunded when the child leaves the nursery providing all other terms and conditions have been complied with. The deposit is non-refundable if the child does not start at the nursery.

In the unlikely event that the nursery is unable to fulfil an offer of a place then the deposit shall be refunded to the parent/guardian.

#### **4. ALTERATION/TERMINATION/CANCELLATION**

##### **Before the child starts:**

Once a place at the nursery has been accepted in writing by the parent/guardian, if at any time before the child starts at the nursery the parent/guardian wishes to:

- Reduce the number of sessions booked then a minimum of two months written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions for the first month of the child's attendance at the nursery.
- Defer the child's start date then a minimum of two months' written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions between the original start date and the deferred start date. A child's start date can only be deferred once. The maximum amount of time by which the child's start date can be deferred is three months.
- Cancel the child's place then a minimum of two months written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions for the first month the child would have attended nursery.

#### **5. PAYMENT OF FEES**

Fees will be levied at the level shown in the current price sheet, displayed in the nursery and on the nursery's website. Nursery fees are subject to annual review (or at such other time as the company deems necessary on giving two months written notice to the parent/guardian) Fees are payable monthly in advance, based on the expected attendance of the child at the nursery. Appropriate deductions will be made for any days the nursery is due to be closed, such as Bank Holidays. Payment is to be by standing order or BACS by the last day of the preceding month or by cheque by the 24th of the preceding month.

If the fee payment is late or rejected the nursery will charge a £30.00 administration fee.

If payment is more than 7 days late the child's place will be suspended for a period of 5 days.

If payment hasn't been received by the end of the 5 day suspension the child's place will be permanently terminated.

The nursery reserves the right to charge interest on all late payments at a rate of 4.0% per annum above the base lending rate of Barclays Bank. The nursery is also entitled to recover all reasonable expenses incurred in obtaining payment from the parent/guardian where any payment due to the nursery is late.

Full payment of fees is required even if the child is absent from nursery due to illness, personal holiday or other reason.

Where a child attending the nursery already has a sibling at the nursery, a "sibling discount" will take effect. The 5% sibling discount will be applied to the eldest child's invoice. A further 5% sibling discount will be applied to the eldest child's invoice for each additional sibling attending the nursery.

Changes to the nursery sessions attended by a child must be requested in writing to the nursery manager. A form will be available in the nursery office. The nursery will reasonably endeavour to accommodate any requested changes, subject to availability of sessions.

Any extra sessions, on a one-off basis, requested by the parent and booked with the nursery will be charged for in the following month's invoice. Once extra sessions have been booked, 24hrs notice of cancellation is required otherwise the extra session will be charged for.

## **6. ALTERATION/TERMINATION OF CONTRACT**

### **After the child starts:**

Once the child has started at the nursery, if the parent /guardian wishes to:

- Reduce the number of sessions booked then a minimum of one month written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will remain liable to pay for the cancelled sessions for the next month.
- Once sessions have been cancelled they will be offered to parents on the waiting list. Parents who wish to rebook sessions which they have previously cancelled will have their names added to the waiting list.

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- Withdraw the child from the nursery then a minimum of one month's written notice must be given to the nursery manager. If one month's notice is not given, the parent/guardian will be liable to pay one complete month's fees, starting with the date on which notice was actually given, or the date of withdrawal, whichever is the earlier.

If in the reasonable opinion of the nursery manager or person in charge it is considered that the continued presence of a child is detrimental to the health, safety or well-being of the child, other children in the nursery or nursery employees, then the nursery may serve notice to the parent/guardian requiring the child to be immediately removed from the nursery. In this event, the nursery shall be entitled to receive one month's fees in lieu of notice.

If in the reasonable opinion of the nursery manager or person in charge it is considered that the behaviour of a parent/guardian of a child attending the nursery is detrimental to the health, safety or well-being of any child or employee in the nursery, then the nursery may serve notice to the parent/guardian requiring the child to be immediately removed from the nursery.

In this event, the nursery shall be entitled to receive one month's fees in lieu of notice.

## **7. NON-SOLICITATION OF STAFF**

Any parent/guardian of a child attending the nursery agrees that for the duration of the child's attendance at nursery, and for the period of six months following its termination (however terminated), he or she will not seek to employ, entice away or attempt to entice away any person or persons employed by the nursery at the time of termination of the child's attendance, or who was employed at the nursery or any nursery in the group in the six months preceding the termination.

If any parent /guardian does employ entice away or attempt to entice away any person as referred to then he/she shall indemnify the nursery in respect of all costs incurred by the nursery as a result of the breach. A minimum fee of £2,000 will be payable to the nursery by the parent/guardian on account of these costs.

## **8. PRIVATE CHILDCARE ARRANGEMENTS**

Any parents who make private arrangements with any of the nursery employees for babysitting duties must understand and accept the nursery cannot accept responsibility for any incidents before the child has been signed in or after the child has been signed out, whether on or off the premises.

This also applies to all babysitting arrangements made outside nursery hours. i.e. evenings or weekends.

## **9. SICKNESS**

The nursery reserves the right to refuse admission to any child, who in the opinion of the nursery manager is too unwell to attend.

If a child is taken ill whilst at the nursery every effort will be made to contact the parent/guardian on the emergency contact numbers provided. Notification of any changes to these numbers should therefore be made to the nursery manager in writing immediately.

The nursery reserves the right to seek medical attention for a child in an emergency.

Any child suffering from, or suspected to be suffering from a communicable illness, should be kept at home until the nursery manager is satisfied that the child is fit to return to nursery in line with the illness and exclusion policy.

Any child attending the nursery should be well enough to play outside and take part in group activities. If not, he or she should be kept at home.

## **10. PERSONAL SAFETY AND SECURITY**

The nursery cannot accept responsibility for accidents and/or injury to any child before the child has been signed in or after the child has been signed out, whether on or off the premises.

In the interests of safety and security parents/guardians must not allow unauthorised people to enter the nursery (including other parents/guardians), must close and lock gates/doors behind them and only allow authorised people to drop off and collect their children.

## **11. PERSONAL PROPERTY AND VALUABLES**

The Company cannot accept responsibility for the damage or loss to any personal property (e.g. clothes or toys) brought into the nursery. It is therefore advised that valuable items are not brought into nursery.

All clothing should be marked with the name of the child.



Bluebell Barn Children's Nursery  
Dittons Road, Stone Cross  
Pevensey, BN24 5ES  
01323 487081  
[barn@bluebellnurseries.co.uk](mailto:barn@bluebellnurseries.co.uk)

Bluebell Hill Children's Nursery  
The Circus, Seaville Drive  
Eastbourne, BN23 6LJ  
01323 724017  
[hill@bluebellnurseries.co.uk](mailto:hill@bluebellnurseries.co.uk)

Bluebell Wood Children's Nursery  
Goward Hall, Cade Street  
Heathfield, TN21 9BS  
01435 868949  
[wood@bluebellnurseries.co.uk](mailto:wood@bluebellnurseries.co.uk)

## 12. CHILD DETAILS

The information supplied in the registration and admission forms must be accurate and the Nursery is entitled to rely on this information. The parent/guardian is responsible for notifying the Nursery immediately of any changes to this information.

## 13. POLICIES AND PROCEDURES

A copy of the nursery's relevant policies and procedures is available for parents/guardians to read at the nursery. This also contains details of the complaints/disputes procedure.

## 14. ACCEPTANCE

The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect.

The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same.

I accept the above terms and conditions of Bluebell Children's Nurseries.

Parent Name..... Parent Signature.....

Date.....

Parent Name..... Parent Signature.....

Date.....