



## TERMS AND CONDITIONS OF EARLY DAYS NURSERY

1. Responsibility

The nursery is managed by myself and my daughter Laura on a full-time basis.

2. Opening

The Nursery is open from 8am to 6pm Monday to Friday, 52 weeks a year. The nursery closes for Christmas Day, Boxing Day, New Year's Day and the 2nd (or the Monday/Tuesday following, if these days fall at the weekend). The Nursery also will close at 1pm on Christmas Eve and 4pm on Hogmanay.

3. Enrolment

Once you accept a placement offer, we will send you a Registration Form to complete and return to us before the start date. Please note, if you require a placement for 3 days or less per week, one of the set days must include a Monday or Friday. The first month fees and two-week deposit must be paid 14 days before the start date,

All children must be up to date with all immunisations prior to enrolment. Details of these must be included on the registration form. If your child has not received any of the routine immunisations, you must inform the nursery immediately. This will then be discussed with management.

4. Nursery Fees

A Fee Information Sheet is available on request. Fees are reviewed annually. It is the parent's responsibility to ensure the nursery is paid the amount due each month.

The monthly nursery fees are dependent on your child's attendance pattern. Our rate is on a daily session rate. Monthly fees are then calculated by multiplying weekly rates by 52 weeks and dividing by 12. The nursery will not refund any fees for Nursery closures on public or any other Nursery designated closure days. Fees take these closure days into account

Fees must be paid a month in advance on the 1<sup>st</sup> of each month. Any fee payment that is not received by the 5<sup>th</sup> of the month may incur a charge of £20. Payment can be made by BACS, standing order, credit/debit card, cash, childcare voucher, App or through the tax-free childcare scheme. Please ensure all payments have the child's full name as a reference, otherwise they may not be credited to your child's account and a late charge may occur. In addition to the fees, the nursery reserves the right to charge the following ancillary nursery fees: late pick up fee of £20 per half hour and a late payment administration fee of £25.00.

We will not refund any Fees if your child is absent due to illness, holiday, or as required under the nursery's policies and procedures. In addition, the nursery will not refund any fees or be in breach of this Parent Agreement or otherwise liable to you, by reason of any delay in performance or non-performance of its obligations to you, due to any event outside it's reasonable control. Such events include without limitation "acts of God", fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, epidemics, pandemics, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as highway and public transport delays or failures). The nursery also reserves the right to terminate or suspend your child's place with immediate effect if you do not pay the fees by the due date or you have outstanding Nursery fees.

5. Additional Care and Change of Sessions

Extra sessions may be available on request subject to availability. To reduce the number of booked sessions you must give at least one calendar month's advance written notice. We are unable to accommodate swapping your child's booked sessions from one day to another. If available, you may book additional care outside of your child's normal booking pattern (Additional Care) and you agree to pay for this care as per the nursery fees. Additional sessions will be billed monthly in arrears. We require 48 hours' notice to cancel additional sessions booked to avoid being charged. To enable us to run the Nursery effectively and forward plan activities for the children, we ask you to give us, where possible, two week's written notice of dates of holiday absence.

6. Outings, Visits and Extra Curricular Activities

In order to enhance the curriculum your child may go out on outings and visits. These may, on occasion incur additional costs and participation is optional.

7. Early Learning and Childcare Partnership Funding

We are in partnership with the City of Edinburgh Council and from the term after your child's third birthday you are entitled to receive up to 1140 hours childcare and education, at no cost to yourself, a year, pro rata. At Early Days Nursery this is delivered using a 52-week model.

52-week model

30 free hours per week over 52 weeks. The weekly hours are accessed by 2 full 10-hour days per week. The additional 2 hours are banked and can be used as 10 flexible funded days throughout the year dependent on nursery availability and must be booked two weeks in advance. Any regular weekly sessions over and above the 2 x 10 hour funded sessions will be charged as normal.

8. Health and Care Requirements

Prior to your child starting, you agree to provide to the Nursery in writing all relevant health and care requirements (including allergies/intolerances and medical conditions) relating to your child. It is your responsibility to notify the nursery of any change or additions to this information on an on-going basis but you will be asked to review and sign any health care forms of care plans every six months. You also agree to provide the nursery with up-to-date contact details for you and any authorised persons. In addition, you need to provide to the nursery a copy of any Court Order or signed custodial agreement relating to any care arrangements for your child

9. Illness and Medication

Children cannot attend nursery if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes, until they are symptom free or cleared to return to nursery by a doctor. In the event of your child being injured or becoming ill while at nursery, we may administer emergency first aid, arrange for your child to obtain medical assistance or require an early collection. If we are unable to reach you then we will call an authorised contact as the nursery deems appropriate. If a child requires medicine, then we will follow the medical administration procedures as outlined in our policies and procedures document. Your child's attendance at nursery whilst ill or on medication will be at our sole discretion. If you believe your child is unwell or displaying any of the associated symptoms of COVID-19, please do not bring your child to nursery and notify the nursery manager. If your child is unwell or for any other reason unable to attend Nursery, please keep us informed on a regular basis of the anticipated length of absence. Any absences must be reported to the nursery by 9.30am.

10. Contracting with Nursery Staff

You agree to pay a recruitment fee, of £500, if a Nursery staff member leaves our employment to work for you.

11. Liability, Property and Belongings

Early Days Nursery accepts no liability for any pecuniary or other loss suffered by you arising directly or indirectly as a result of the nursery being temporarily closed or the non-attendance of the child to the nursery for any reason. Early Days cannot be held responsible for loss or damage to children's property or any other items left by you at the nursery, including without limitation, pushchairs, prams, car seats and clothing. Every reasonable effort will be made by our staff to ensure children's belongings are not lost or damaged. Practical "inexpensive" and clearly named clothing is strongly recommended.

12. Privacy Notice

Early Days Nursery holds personal data that is necessary to ensure the full health and well-being of service users. We adhere to the requirements of data privacy laws and full details of this can be found in our policies and procedures documents.

13. Complaints

Early Days Nursery is committed to providing a high-quality service. If you have any concerns whatsoever, please address them firstly to the Nursery Manager. Thereafter, if you are not satisfied, please contact myself or Laura and we will ensure that any complaint is properly and objectively investigated and dealt with and that you are fully advised of all your rights. We also have a comments box in each nursery. Parents are free to put in any suggestions or comments which you would like us to address.

There is an active parent/staff committee and parents can contact any parent rep. should you wish an item to be discussed at our meetings. All items for the agenda must be submitted at least 48 hours before the meeting.

Any parent who is still dissatisfied with the outcome of the procedure may contact The Care Inspectorate at Compass House, 11 Riverside Drive, Dundee DD1 4NY.

14. Notice of Termination

Each party must provide a minimum of one calendar month's written notice to terminate your child's place. The nursery reserves the right to terminate your child's place with immediate effect and without notice if you breach this Parent Agreement, have outstanding nursery fees owed, or if we at our sole discretion consider termination of your child's place to be in the best interests of the nursery and/or the welfare of your child, other children at the Nursery or staff.

15. General

The nursery may unilaterally change any provision of this Parent Agreement without notice to you where such changes arise from regulatory or legislative requirements. For any other changes to this Parent Agreement, including but not limited to a change of booked sessions, or assignment of this Parent Agreement the nursery will provide you with one month's advance notice. This Parent Agreement, together with the nursery policies and procedures and application form represent the entire agreement between you and Early Days Nursery.

Child's Name: .....

Nursery: .....

Signed: .....  
Parent/Guardian

Signed: .....  
Maureen Crandles, Director

Date: .....

Date: .....