

Terms and Conditions (Updated June 2020)

These terms and conditions reflect the practice of the Nursery and are intended to promote the education and welfare of the children who attend the Nursery and the stability and development of the Nursery itself. They form the basis of a legally binding contract between the Parents and the Nursery for the provision of educational services. These terms and conditions are subject to change from time to time to reflect changes in the law or in practice at the Nursery. Please note that the scenarios envisaged within these terms and conditions are not exhaustive and it is possible that government guidance will dictate the operation of the Nursery for periods of time. If that is the case, the Nursery will continue to provide the services it reasonably can based on the prevailing government guidance and Parents responsibilities to the School will remain as outlined herein.

In these terms and conditions unless the context otherwise requires:

“Parent” refers to the Child’s parent or guardian. Where there is more than one parent they will be jointly and severally liable for all the parent obligations under these terms and conditions.

“Nursery” and “School” refers to Bertrum House Nursery.

“Child” means the child named on the registration form.

“Fee” and “Fees” where used in these terms and conditions include each of the following charges where applicable:

Registration Fee; Acceptance Deposit; Termly Fees; Fees for extra activities; other extras such as uniform and equipment, photographs and other items ordered by the Parent; charges arising in respect of school trips and outings; damage where a child alone or with other children has caused willful loss or damage to school property or property of any other person in the Nursery (fair wear and tear excluded), and late payment charges if incurred.

1. Our Commitment:

We aim to provide a happy and secure environment for all our children, to gently nurture them and help them develop socially, emotionally and achieve academically.

We will do all that is reasonable to safeguard and promote your Child’s welfare and to provide a very high standard of 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 community and the rights and freedoms of others. Parents are expected to support the Nursery’s aims and ensure that the children maintain appropriate standards of behaviour.

We will provide the agreed childcare facilities for your Child at the agreed times (subject to any days when the Nursery is closed). If we change the opening hours of the Nursery, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your Child’s hours at the School.

We will try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the Nursery (subject to payment of our prevailing fees for such services).

We will provide you with regular verbal updates as to your Child’s progress on such request.

2. Parent’s Authority:

The Parents authorize the Nursery to take all decisions deemed necessary to safeguard and promote their Child’s welfare. We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

3. Disclosures:

The Parents confirm that they have disclosed in confidence, (by completing and returning to the School the standard health record) any known medical condition, health problems, allergy or dietary requirements affecting their Child. This record is to be returned to the School before the Child starts their first term. The Parents will also disclose any history or knowledge of a learning difficulty on the part of 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 security. The Parents will immediately inform the School of any changes to the information previously supplied.

It is also the Parents responsibility to inform the Nursery of any changes in circumstance (e.g. change of address, contact telephone numbers, marital status).

4. Health:

In the event of illness or injury requiring emergency medical treatment and the Parents cannot be contacted in time, the Parents' consent to the Child undergoing such treatment as deemed necessary from certified medical staff at the Nursery.

The Parents will immediately inform the School if the Child is suffering from any contagious disease. For the benefit of the other children in the Nursery, the Parents must not allow their Child to attend the Nursery if they are suffering from a contagious disease.

The Parents will complete a medicine consent form if they require the staff of the Nursery to administer any medicine to their Child (whether they are prescribed or over the counter medicines).

5. Security:

You will immediately inform us if you are unable to collect your Child from Nursery by the official collection time. Under no circumstances will a child be allowed to leave the Nursery with anyone unknown to the Nursery staff, unless the Parents have previously arranged this. If the Parents have made alternative arrangements by telephone, the Nursery will require the name, address and telephone number of the person permitted to collect the Child and proof of identity may be required upon arrival at the Nursery. If the School is not reasonably satisfied that an individual is allowed to collect the Child, the School will not release the Child into their care.

6. Absence of Parents:

When both parents will be absent from the Child's home overnight or for a twenty-four hour period or longer, the Nursery must be given in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of their Child during their absence.

7. Photographs:

Bertrum House staff are encouraged to take digital and video images of the children to support educational aims and these are explained in the "Images of Pupils Policy". All Parents will be asked to sign the Nursery's "Images of Pupils Policy" in which they can express a preference for the Nursery to avoid publishing images of their Child in certain circumstances.

8. Transport:

There will be occasions when the children travel on public or hired transport for special trips and outings. By accepting these Terms and Conditions, the Parents' consent to their Child travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

9. Educational Visits:

By accepting these Terms and Conditions you consent to the Nursery taking your Child for walks around the local area during the Nursery day. In addition, a variety of educational visits will also be provided to your Child. These visits will require specific consent from the Parent.

10. Exclusion:

Although the necessity to do so is extremely rare, the Nursery reserves the right to exclude any child at its discretion. (See Policy for Exclusion).

11. Registration and Admission:

Children will be considered as candidates for admission and entry to the Nursery when the registration Form has been completed and returned to us and the non-returnable Registration Fee has been paid. Please note that children applying to the Nursery for admission in the term after they turn 3, are not required to pay a registration fee in order to be included on the waiting list. Registration secures inclusion of the Child on all the relevant waiting lists but **does not guarantee a place at the Nursery**. Admission will be subject to the availability of a place. 'Admission' occurs when parents accept the offer of a place as detailed below in (12) Offer. 'Entry' is the date when the Child attends the Nursery for the first time.

12. Offer:

Subject to availability, the Nursery will offer a place to parents who have completed the Registration process. In order to confirm acceptance of this place, parents must return the Acceptance Form to the Nursery, within two weeks, together with an Acceptance Deposit ('Deposit'). If the Acceptance Form is not returned within the stipulated offer period then the place may be withdrawn. The Deposit, as shown on the Fees List for the relevant year, will be payable before the Acceptance is confirmed. Payment of the Deposit will constitute acceptance of these Terms and Conditions. This Deposit will be retained in the general funds of the Nursery until the Child leaves. The Deposit will be repaid by means of a credit without interest to the final payment of Fees or other Fees due to the Nursery on leaving. For clarity, the Deposit will be forfeited if the Child does not enter the Nursery after accepting a place and any Notice that the Child will not be attending the Nursery must be given in adherence to Clause 14 below.

13. Fees:

The first term's Fees are payable within two weeks of the issuance of an invoice from the Nursery. All payments of Fees should be by bank transfer. The School may agree at their sole discretion to payment by cheque, but it is the Parents' responsibility to obtain a receipt from the Nursery Office as proof of payment. Subsequent Fees are payable termly in advance, and must be paid before the first day of term. Unpaid Fees will incur a late payment administration charge of £30 and interest will accrue at a rate of 2% above the base rate of the Nursery's bank on the Fee outstanding for every day the invoice remains unpaid. For any failed cheque the School will charge a £10.00 administration fee. If one or more items on the invoice are under query, the balance of the invoice must be paid.

The Nursery may review their fees from time to time. If parents receive less than a Term's notice of a Fees increase they may give written notice of withdrawal of the Child within 21 days and will not be liable to pay Fees in lieu of notice and the Deposit held by the Nursery will be refunded without interest, less any sums owing to the Nursery.

If you have requested additional (ad hoc) sessions or have been unable to collect your Child by the official collection time and the School has as a result provided your child with additional care facilities, the School will charge you for additional childcare monthly in arrears at the School's prevailing rates. The Nursery will amend the amount of your invoice accordingly.

If overdue Fees remain unpaid at any time, the Nursery reserves the right to exclude the Child. (See below).

- Appropriation: The Parents agree that a payment made in respect of one child may be appropriated by the Nursery to the unpaid account of any other child of those parents
- Refund/Waiver: Fees will not be refunded or waived for absence through sickness or for any other cause unless there is a legal liability to make a refund. This rule is necessary so that the Nursery can properly budget and plan for its own staffing and expenditure requirements and to ensure that the cost of an individual default does not fall on other parents.
- Exclusion for non-payment of fees: The right is reserved to exclude a Child while Fees are unpaid. The Nursery may also withhold any information or property while Fees are unpaid but will not do so in a way that would cause direct and identifiable prejudice to the legitimate rights and interests of the Child. A Child who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. Then a term's Fees in lieu of notice will be payable in accordance with the Provisions about Notice (see below).
- 30 Hours Extended Childcare: Bertrum House is registered with Wandsworth Council to offer all 3 and 4-year olds, upon reaching the qualifying term, the Government's 30 hours free Early Education and Childcare. The government breaks up the 30 hours offering into two separate schemes; 15 hours universal entitlement and 15 hours extended offering for eligible families. Parents must inform Bertrum House of their eligibility for the extended 15 hours by checking the HMRC website www.childcarechoices.gov.uk. Given the operational model Bertrum House operates, parents receiving either the 15 hour universal entitlement or 15 hours extended offering, agree to pay an additional services package which covers the provision of educational opportunities over and above the EYFS requirement. This agreed additional services package includes aspects such as the high staffing ratios, specialist and peripatetic teachers, outdoor learning resources and dedicated classroom facilities that Bertrum House provides.

14. Provisions about Notice:

You will inform us as far in advance as possible of dates when your Child will not be attending school.

Except for children leaving at the end of the Summer term in the year the Child becomes aged five, notice of leaving, withdrawal or intention to decrease the number of hours a child is to spend at the school, must be given in writing to the Office no later than the **day before the start** of the Child's intended final term. In the event of a child leaving, being withdrawn or decreasing their hours without one term's full notice, the full amount of the fees that would have been payable during the following term will be payable forthwith.

For clarification: 'A term's notice' to be given by Parents means notice given before the first day of the school term and expiring at the end of that term. A term's notice must be given in **writing** if Parents wish to withdraw a Child from the school, and notice is given by reference to **terms** and not to months. For example, if you do not require your Child to attend from the academic year starting in September, written notice must be received by the start of the preceding Summer Term. If a Child is withdrawn on less than a full term's notice, Fees in lieu of notice will be immediately due and payable. The charge to a term's fees represents a genuine pre-estimate of the Nursery's loss in these circumstances, and in many circumstances the loss to the Nursery can be much greater. This rule is necessary to promote the stability of the Nursery and enable the careful planning and allocation of staff and other resources. These provisions apply equally to any Child that has paid the Deposit and wishes to decrease their stated hours, regardless of whether they have begun to attend the Nursery or not.

Where a child or parent's conduct is deemed to be incompatible with the aims of the Nursery, the Nursery reserves the right to exclude the child. In such circumstances there will be no refund of fees but the Acceptance Deposit will be returned. The Nursery may end the contract at any time with a term's written notice to the parents.

15. Termination:

We may immediately end this Agreement if:

You have failed to pay your fees;

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;

You have behaved unacceptably, including, but not limited to, any physical or verbal abuse towards staff;

Your Child's behaviour is unacceptable or endangers the safety and well being of any of the other children at the Nursery.

You may immediately end this Agreement if:

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

We suffer any event of insolvency.

16. Employment of Staff:

If, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly):

employ or otherwise engage the services of any member of our staff who has had contact with your Child under this Agreement in the six months immediately preceding commencement of such employment or engagement; and/or

allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your Child under this Agreement in the six months immediately preceding the provision of such services, then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff and is accepted by you as a reasonable pre-estimate of the costs we will suffer as a consequence of you breaching this clause 16.

17. General:

If you have any concerns regarding the services we provide, please discuss these with your Child's teacher. If these concerns have not been resolved to your satisfaction please contact the Headteacher.

You will comply with any policies of the school notified to you from time to time, either on the school's website or in its newsletter, published from time to time.

The Nursery holds personal data that identifies you and your child as an individual. All parents should refer to the Nursery's "Privacy Notice" to help you understand how and why the Nursery collects personal information about you. It also explains the decisions that you can make about your information. It has been written with regard to the General Data Protection Regulations, the Data Protection Act 2018, and other related legislation.

This agreement shall be constructed in accordance with the laws of England and the parties submit to the jurisdiction of the English courts.