



Registration Form



1. Primary Carer Details

Mr / Mrs / Miss / Ms	First Name:	Last Name:	Date of Birth:	Relationship to Child:
Telephone	Home _____ Work _____ Mobile _____	Home Address Postcode	Email	
Requested Setting		Canford Heath	Parkstone	Poole Stadium
please tick your preference				
How did you hear about us? Recommendation ___ Web Search ___ Roundabout Sign ___ Magazine Advert ___ Other please specify				

2. Secondary Carer Details

Mr / Mrs / Miss / Ms	First Name	Last Name	Relationship to Child	Date of Birth
Telephone	Home _____ Work _____ Mobile _____	Home Address (if different from above)		

Date received _____ Start Date _____ (Admin Only) (Nov2020b)

3. Additional Contact Details (in case Primary or Secondary Carers are unavailable)

Mr/Mrs/Miss/Ms	First Name	Surname	Mr/Mrs/Miss/Ms	First Name	Surname
Telephone		Relationship to child	Telephone		Relationship to child
Home _____			Home _____		
Work _____			Work _____		
Mobile _____			Mobile _____		

4. Child Details

First Name	Middle Name	Last Name	Date of Birth or Due Date
Religion	Ethnicity	Nationality	Language

Male	Female	Start Date	Collection Password
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Does the child have a sibling already registered at the Nursery?	YES / NO	2 Year funding code (if applicable)
Do you already have a Direct Debit set up at the Nursery?	YES / NO	30 Hour funding code (if applicable)

Are social services involved with this child?	YES/NO
If 'YES' please specify. Include Child Protection Order, Court Order, Child in Need etc.	
Has a Poole Early Health Assessment (PEHA) been completed?	YES/NO
If either of the above 2 boxes are "Yes" Admin to discuss registration with NM before continuing with registration process	

5. Permissions & Authorisations

I give permission for the Nursery to administer the following:

1.Outings	<input type="checkbox"/>	7.Hypo allergenic sticking plasters	<input type="checkbox"/>	Under 2's only	
2.*Pain relief (e.g.Calpol or Calprofen) Only given with your verbal permission	<input type="checkbox"/>	8.Treats (e.g. chocolate)	<input type="checkbox"/>	9c.Reheating food from home	<input type="checkbox"/>
3.*Sun cream	<input type="checkbox"/>	9.Fluoride Toothpaste	<input type="checkbox"/>	9d.Prepare formula milk from home/nursery	<input type="checkbox"/>
4.*Nappy cream e.g. 4.Sudocream	<input type="checkbox"/>	9a.Using photos and first names only on social networking sites, e.g. Facebook, Twitter etc.	<input type="checkbox"/>		
5.Baby bath	<input type="checkbox"/>	9b.Video and publish children's performances for sale to parents	<input type="checkbox"/>		
6.Face Painting	<input type="checkbox"/>				

*All the products listed above will be administered by Nursery staff when they believe it necessary and in accordance with the manufacturer's instructions or recommendations. You may amend your permission at any time in the future by contacting the relevant Administration Manager, in writing.

Name:

Signature:

Date:

N.B. If your child requires prescribed medicine, please complete and sign a Nursery 'Medicine Administration Form (Data Reference Form MAF-01)'

5.1 Allergies & Dietary Requirements (data will be used to create “I am Special” Posters (Data Reference IAS-01(P))

For the purpose of protecting my child’s health, I give my permission for the Nursery to use the following information along with a photograph of my child to make all Nursery childcare staff aware of the following conditions, and for this to be on public display in my child’s room. I understand that a Doctor’s note or Health Professionals care plan WILL be required to assist the Nursery staff in dealing with my child’s condition prior to my child commencing attendance at the Nursery.

Name: _____ **Signature:** _____ **Date:** _____

<p>Allergies</p>	<p>If none, write none above. _____ Signature</p>
<p>Dietary Needs</p>	<p>If none, write none above. _____ Signature</p>
<p>Other conditions, including SEN needs etc.</p>	<p>If none, write none above. _____ Signature</p>

Day Nursery All Year Round 51# weeks (6 weeks – school age)

	7.45 am – 6 pm	7.45 am – 1 pm	1 pm – 6 pm
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
A minimum of two separate half day sessions are required.			
Are you requesting a Term Time only place? Yes / No (limited availability for education workers only and 2 year funded children)			
#Please note our Stadium setting is closed during the February half term each year			

Pre-School

Term Time Only 39 weeks (3 years – school age)

3&4 year old free entitlement sessions (please tick) If entitled you may book up to 30 Local Authority funded hours per week. There will be a monthly Consumable fee Sept-July, please ask for details						
	8 am – 6 pm	8 am – 1 pm	1 pm – 6 pm	Canford 8.45-11.45am or Parkstone & Stadium 9-12pm	Canford 11.45-2.45pm or Parkstone & Stadium 12-3pm	Canford 8.45-2.45am or Parkstone & Stadium 9-3pm
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
A hot lunchtime meal is included within the consumable charge for those attending up to 1pm				A hot lunch time meal may be purchased on a termly basis for those attending between 11.45am and 1pm		
				If you are interested in ordering a hot meal, at the published prices, please tick here.		

Breakfast, After School and Holiday Clubs

Term Time 39 Weeks (School age children up to 14 years)			# Will your child require collection from school? Yes / No
	Breakfast Club 7.45 am - 8.45 am	After School Club# School - 6 pm Please circle preferred session	Please specify which school
Monday		School-4pm School-5pm School-6pm	
Tuesday		School-4pm School-5pm School-6pm	
Wednesday		School-4pm School-5pm School-6pm	
Thursday		School-4pm School-5pm School-6pm	
Friday		School-4pm School-5pm School-6pm	
			Holiday Club (Children at school up to 14 years)
			My child will attend the holiday club as per the separate flyers issued for each school holiday. <input type="checkbox"/>

Various local schools, ask for current pick up list

Please indicate your reason/s for choosing Cuddles Day Nursery:

Location Staff Price Ofsted Other,
please specify _____

The deposit equal to 4 weeks' fees is due at time of registration or at least 3 months before the start date. If the start date is more than 3 months away you may choose to pay in instalments by direct debit. If you subsequently increase sessions an increased deposit will be required.

A £35* registration fee at time of registration and the deposit 3 months before the start date. (*reduced to £25 if a sibling is already attending).

I am requesting a 2-year-old Local Authority Funded place for my child? Yes / No (Borough Ref No _____)

I enclose a deposit of £ _____ (equal to 4 weeks' fees) or I enclose my registration fee of £ _____ and agree to pay the deposit in full at least 3 months before my child's start date. If you are booking a 3&4-year-old Free Entitlement term time only place more than a month in advance, £35 non-refundable booking fee will be required.

£ _____

I enclose my £10.00 Holiday Club registration fee _____

I will provide my child's original full birth certificate (for children under school age) and proof of my address during my child's first settle session.

Authority to Retain Child and Parent/Carer Data in Accordance with the Nursery GDPR Policy

You have been provided access to the Nursery's Data Protection Policy and the Nursery's Data Retention Policy via our website. In order to administer and manage the on-going registration of your child at the Nursery, we will process and retain the data from this form in accordance with the documents stipulated above.

Your permission:

I/We give my/our permission for the Nursery to process and retain my/our and my child's data in accordance with the Nursery Data Protection and Retention Policies which I/we have been provided with access to now and in the future. I/We also understand my/our rights with respect to data processing and retention and I/We have had the various Policies explained to me by a member of the Nursery's staff.

If I/we seek any further information, I/We am/are aware that I/we should contact the Administration Manager, Cuddles Day Nursery Ltd, Learoyd Road, Canford Heath, Poole, Dorset, BH17 8PJ.

I/We have read and accept the terms and conditions attached to this registration form (please do not detach, a copy will also be sent to you with your confirmation letter/email).

Carer 1 Name: _____ **Signature:** _____ **Date:** _____

Carer 2 Name: _____ **Signature:** _____ **Date:** _____

Office use only

Software		Discount		Room Notified		Go Cardless	
Main Carer Marked as Emergency Contact		Birth Cert. DOB Confirmed Mother ___ Father ___		Parent Pack Issued		Diary Note Re Deposit	
Term Time Only		FE Added		Create Server folder		Hot Food Master Sheet	
Consumable Fee		Confirmation Email / Letter		Synergy Updated		Experian Credit Check	
Reg. Fee £		Invoice Run				NM Signature	
Deposit £		Hot Food		FE List			
Payment Plan-Deposit		Full List		PS List			

\\Brochure and Fees\Brochure Packs\Registration Form (Nov2020b)

Terms and Conditions

1. Definitions

1.1. The following definitions apply throughout this document:

- **“Nursery”, “We”, “Us”, “Our”** relates to Cuddles Day Nursery Ltd a company registered in England under the number 03870142, whose registered address is Learoyd Road, Canford Heath, Poole, Dorset, BH17 8PJ.

- **“Nursery Setting(s)”** relates to the Company’s trading locations:

Cuddles Day Nursery
Learoyd Road
Canford Heath
Poole
Dorset
BH17 8PJ

Cuddles Day Nursery
Herbert Avenue
Parkstone
Poole
Dorset
BH12 4HR

Cuddles Day Nursery
Poole Stadium
Stadium Way
Poole
Dorset
BH15 2BP

- **“Placement(s)”**; a confirmed acceptance to register a child at one of the Nursery Settings for nursery care, pre-school care, breakfast care, after school care or holiday care. Placements shall normally be for 51 weeks at the Canford Heath and Parkstone **Nursery Settings** and 50 weeks at The Stadium in each calendar year. **Term-time Placements** run for 39 weeks in each calendar year at all Nursery Settings.
- **“Term-time Placement(s)”**; A **Placement** that only occurs within the **Recognised School Terms** as defined by **Local Authority Education Department** and promulgated by them on an annual basis.
- **“Parent/Carer” “You”**; the adult responsible for a child seeking a **Placement** and who will enter into the contract with the **Nursery** for the provision of and access to Nursery care;
- **“Registration” “Register”**; the formal process of incorporating a contract through which the **Nursery** provides childcare services with respect to a child or children in exchange for fees paid by the **Parent/Carer** of that child or children. The process of **“Registration”** confirms an offer of **Placement** made by the **Nursery**.

- **“Registration Fee(s)”**; a non-refundable administrative charge due at the time of **Registration** comprising £35.00 for first child **Registered** and £25.00 for the **Registration** of a second (or more) child(ren) who, at the commencement date of **Placement** have a sibling **Registered** at the **Nursery**.
- **“Registration Deposit(s)”**; a sum equivalent to one month’s fees for the **Placement Sessions** that have been reserved by the **Parent/Carer** and confirmed by the **Nursery** at the time of **Registration**.
- **“Registered Child”, “Registered Children”**; a child(ren) that is/are the subject(s) of **Registration**.
- **“Session(s)”**; the period of time that a **Registered Child** may be booked by a **Parent/Carer** to attend a **Nursery Setting**. **Sessions** are defined by ‘activity’ and ‘time’ in accordance with the following tables (each stated ‘time period’ constitutes **“One Session”**):

All Registered Children not on a Term-time Placement	Term-time Placements	
	Canford Heath Nursery	Parkstone and Stadium Nurseries
07:45 to 13:00	08:45 to 11:45	09:00 to 12:00
13:00 to 18:00	11:45 to 14:45	12:00 to 15:00
07:45 to 18:00	08:45 to 14:45	09:00 to 15:00

All Nursery Settings for children attending full-time school education (Term-time Placements only)	
Breakfast Club	After School Club
07:45 to 08:45	End of school to 18:00

All Nursery Settings for children attending full-time school education	
Holiday Club	
Trip-Days¹	Non-Trip Days
08:00 to 18:00	Any 4 to 6 hour period between 08:00 to 18:00

¹ *Trip-Days occur when the Holiday Club plans to take the children’s group out of the Nursery premises for an advertised activity*

- **“Deregistration”**; the formal process of cancelling or ending a **Registration**.

- **“Recognised School Term(s)”**; the school term dates as defined by the **Local Authority** and promulgated by them on an annual basis.
- **“Local Authority”**; is Bournemouth, Christchurch and Poole Council (BCP Council).
- **“Local Authority Funding”** and **“Local Authority Funded”**; is the Early Education Funding provided by the **Local Authority** to the Nursery on behalf of **Parent/Carers** as a function of the Government’s current policies on funded childcare. **Cuddles Day Nursery Ltd** is a Registered provider of childcare under the Childcare Act (2006) (as amended) and administers the provision of **Local Authority Funding** for eligible two, three and four-year olds as determined by the **Local Authority**.
- **“Funding Period”**; is the time a **Registered Child** becomes eligible for authorised **Local Authority Funding**. Usually, a **Registered Child’s Funding Period** commences on the first **Funding Period Start Date** after the **Registered Child’s 3rd birthday** and on the anniversary of that date thereafter. If certain criteria are met, alternatively **Local Authority** may commence the **Funding Period** following the **Registered Child’s 2nd birthday**; eligibility for this special scheme will be discussed with you at the time of **Registration**.
- **“Funding Period Start Date”**; is when **Local Authority Funding** commences; either 1st January, 1st April or 1st September each year.
- **“Critical Event”** means an event beyond the reasonable control of the Nursery including but not limited to an act of God, pandemic (including Covid, SARs, Avian Bird Flu etc.), closure of the facility following recommendation of any Government Department or body, war, terrorist activity, strike, lockout, industrial action, fire, flood, drought, tempest or other extreme weather event, or any other event beyond the reasonable control of the Nursery.

2. Registration

2.1. The Nursery will only confirm Registration once all of the following conditions have been met:

2.1.1. When the Nursery is in receipt of:

2.1.1.1. A fully completed and signed Nursery Registration Form;

2.1.1.2. The stated Registration Deposit or Registration Fee as applicable;

2.1.1.3. Your child’s full, original birth certificate;

- 2.1.1.4. A care plan issued by the child's GP or other relevant medical practitioner if Your child has a medical condition or allergy;
- 2.1.1.5. A recent utility bill to confirm the Parent/Carer's address;
- 2.1.2. For contractual reasons, Parents/Carers may also be asked to provide evidence of their age; such evidence being in the form of either a passport or a photo driving license;
- 2.1.3. A minimum of two Sessions per week have been booked by the Parent/Carer (Registration for the Holiday Club, does not require a minimum of two Sessions to be booked).

3. Placements

- 3.1. Offers of Placements by the Nursery will be dependent on a number of factors including but not limited to:
 - 3.1.1. Available places at the Nursery Setting;
 - 3.1.2. Nursery staffing levels at the time of application by a Parent/Carer for a Placement;
 - 3.1.3. Whether the care needs of the child may be met by existing Nursery or externally funded third-party resources;
- 3.2. Applications for Placements should be made by the Parent/Carer with responsibility for the child, in writing or in person at any of the Nursery Settings.
- 3.3. Placements will only be confirmed by the Nursery once the Registration of a child has been completed.
- 3.4. Term-time Placements will only be offered by the Nursery to Parent/Carers of children who:
 - 3.4.1. have reached two years of age and whose parents are eligible to receive two-year-old free education and childcare; or
 - 3.4.2. have reached three years of age but are not yet at school; or
 - 3.4.3. are currently attending school.
- 3.5. Placements shall normally be for 51 weeks (50 weeks at The Stadium) (standard Placements) or 39 weeks (Term-time placements only) in each calendar year until cancelled by the Parent/Carer in writing (please see s.12 Deregistration of a Registered Child).
- 3.6. Placements offered by the Nursery to Parent/Carers of children who have not reached three years of age in circumstances where at least one of the Parent/Carers of a Registered Child is employed in the provision of full-time education will benefit from a discount (see s.7).
- 3.7. Placements shall continue until cancelled by the Parent/Carer in writing (please see s.12 Deregistration of a Registered Child).

4. Session Amendments

- 4.1. Parents/Carers may request additional Sessions at the Nursery Setting of their choice.
- 4.2. Additional Sessions may be granted by the Nursery commensurate with the factors listed at s.3.1.

- 4.3. Additional Sessions will only be confirmed by the Nursery when the Parent/Carer has paid an additional deposit equal to one month's fees based on the requested Session pattern.
- 4.4. Additional Sessions (outside of the published Term-times) requested by the Parents/Carers of children undertaking Term-time Placements will be considered by the Nursery on a case-by-case basis, but the Nursery cannot guarantee that such requests will be met either in full or part.
- 4.5. Parents/Carers may reduce the number of agreed Sessions by informing the Nursery in writing at least six weeks prior to the amended Session start date clearly stating the date from when Session reduction is to occur.
- 4.6. A reduction in Sessions under this s.4.5 will be subject to a £20 administration fee;
- 4.7. Once changes to Sessions have been agreed, they form an amendment to the original Registration and will be treated as part of that Registration for Deregistration or Session reduction purposes under s.4.
- 4.8. The Nursery will not refund fees for reasons of child non-attendance at any booked Session(s).
- 4.9. Provided a Parent/Carer provides the Nursery with a minimum of six-weeks' notice, child non-attendance at either the Breakfast Club or After School Club directly resulting from a planned school inset day, the Nursery will reduce the applicable fee for that date by 50%.
- 4.10. Once booked ad hoc / extra sessions to the regularly booked session pattern may not be cancelled.

5. Registration Fee and Deposit

- 5.1. Without prejudice to the Nursery's right to cancel a Registration (Deregister a child) under this s.12, payment by the Parent/Carer of the Registration Fee shall normally secure a Placement at the Nursery at the time of Registration.
- 5.2. The Registration Fee is due at the time of Registration and its receipt is a condition of the Registration process.
- 5.3. The Registration Deposit is due three months prior to the first date of a child commencing a Placement or at the time of Registration if the period between Registration and the commencement of Placement is less than three months.
- 5.4. If the Registration Deposit is paid in full at the time of Registration, the Nursery shall waive the associated Registration Fee.
- 5.5. The Nursery will return the Registration Deposit in full to the Parent/Carer within six weeks of child Deregistration, provided that Parents/Carers have met in full the conditions for Deregistration and the relevant Registered Child's fee account has been settled in full.
- 5.6. A failure to notify the Nursery in a timely manner of a dispute over the fees sought by the Nursery may prejudice any rights the Parent/Carer may have to a refund of the late payment fee detailed at this s.10.4 below.

6. Nursery Fees

- 6.1. Nursery fees shall apply for the Sessions booked at the time of Registration (or subsequently amended under the procedure at s.4) for each of the 51 weeks (50 weeks at The Stadium) or 39 weeks (for Term-time Placements only).
- 6.2. In calculating Nursery Fees, the Nursery will automatically deduct any authorised Local Authority Funding collected on behalf of the Parent/Carer.
- 6.3. Local Authority Funding of childcare is subject to a particular condition with respect to Government subsidised payment of childcare costs during periods of absence:
 - 6.3.1. For a Registered Child attending the Nursery on a Placement of 51 weeks (50 weeks at The Stadium), the Local Authority will only fund the associated Nursery Fees for a maximum of 3 weeks in a child's yearly entitlement commencing on the Funding Period Start Date and on the anniversary of that date thereafter; and
 - 6.3.2. For a Registered Child attending the Nursery on a Term-time Placement (of 39 weeks), the Local Authority will only continue to provide funding for a maximum of 2 weeks in any year commencing on the Funding Period Start Date and on the anniversary of that date thereafter.
- 6.4. If a Registered Child is absent from the Nursery in circumstances that exceed the limits of Local Authority Funding as set out under this s.6.3.1 or s.6.3.2, the standard Nursery Fees shall apply for any and all periods in excess. For the avoidance of doubt; if a Registered Child with a Term-time Placement (i.e. 39 weeks) is absent for example on an extended family holiday during Term-time that lasts for 3 weeks, the Parent/Carer of that child would only receive Local Authority Funding for the first two weeks of the absence and the Nursery would charge the relevant Parent/Carer with one week's fees at the Nursery's standard published rate for the third week.
- 6.5. Parent/Carers will receive monthly invoices setting out the basis of the Nursery fees being charged for the subsequent calendar month.
- 6.6. Parent/Carers wishing to query or dispute the fee amount raised in an invoice, should contact the Administration Manager at the relevant Nursery Setting as soon as practicable.
- 6.7. No Nursery fees shall accrue, and no Local Authority Funding shall be apportioned for periods when the relevant Nursery Setting is closed for published English Public Holidays or for the advertised period of Nursery closure occurring between Christmas and New Year.
- 6.8. The rate of Nursery fees applicable to Your child will change as Your child grows up. If a fee rate is due to change as Your child is moving to the next age group, the new fee rate will apply with effect from the date immediately following Your child's birthday.
- 6.9. All Nursery fees are reviewed bi-annually, and Parents/Carers will be provided with at least six weeks' notice of any change in fees occurring as a result of those reviews.

- 6.10. Parents/Carers should note that the Nursery manages and administers Local Authority Funding on behalf of Parents/Carers in accordance with rules and procedures set down by the Local Authority and subject to changes that they may make from time to time. Whilst the Nursery will use reasonable endeavours to ensure that changes to the rules and procedures governing Local Authority Funding are promulgated to Parents/Carers in a timely manner, some changes may be enforced at short notice and without prior warning. In such circumstances, the Nursery shall not be liable for any additional costs, reductions in benefits, restrictions or any other damages arising from changes made by the Local Authority.

7. Discounts

- 7.1. The Nursery offers the following discounts (only) to Parents/Carers who are not yet entitled to receive Local Authority Funding for 2, 3 or 4-year-old Registered Children:

7.1.1. Education Employed Discount.

7.1.1.1. Placements taken up by Parent/Carers under the preceding s.3.6 will be subject to a discount of 50% of the standard Nursery fees for any and all periods of time that fall outside the Recognised School Terms and are not dates within the Nursery shut-down period over Christmas.

7.1.1.2. The Education Employed Discount is subject to the relevant Parent/Carer providing a letter from the relevant education establishment employer addressed to the Nursery confirming the dates of the Parent/Carer's educational employment; such a letter is required at Registration and annually thereafter.

7.1.2. Advanced Settlement of Fees.

7.1.2.1. Nursery fees for the periods April to September and October to March that are settled by Parents/carers in full at least six-months in advance of the first due settlement date shall be subject to a net discount of 5%.

7.1.3. Twins & Multiple Births.

7.1.3.1. On production of written evidence, Parents/Carers of twins or other children of multiple births can benefit from a 10% discount of the Nursery fees applicable to each Registered Child. The evidence recognised by the Nursery shall be written proof of the Twins and Multiple Births Association (TAMBA), which should be provided to the Nursery at the time of Registration and annually thereafter.

7.1.4. Sibling Discount.

- 7.1.4.1. A 5% discount is applied on the occasion of a child being Registered when a sibling of that child is already Registered at the Nursery for the same period of time or for the same session (with respect to Holiday Club sessions only).
- 7.1.4.2. The Sibling Discount shall be applied to the fees incurred through the provision of childcare services for the older Registered sibling;
- 7.1.4.3. The Holiday Club Sibling Discount does not apply to fees applied against any Holiday Club 'extras' such as costs relating to an organised visit or trip.
- 7.1.4.4. The Sibling Discount shall not apply if the oldest child is:
 - attending school; or
 - in receipt of the 2-year-old or 3 and 4-year-old Local Authority Funded hours.
- 7.2. Only one of the Discounts described in this s.7 may be applied to any single Registered Child.
- 7.3. In any circumstance where more than one discount is applicable to a Registered Child, the Nursery will apply that discount which affords the highest monetary gain for the Parent/Carer.
- 7.4. The Nursery reserve the right to disapply any and all discounts in circumstances where late payment of fees applies under s.10.

8. Late Collection Charges

- 8.1. If You are late collecting Your child from the Nursery and to offset the additional costs borne by the Nursery for staffing in such circumstances, We reserve the right to charge a late collection fee of £10 for every period of 15 minutes or part thereof after Your child's Session has ended. Repeated occasions of late collection may lead to a review of Your child's continued Registration at the Nursery.

9. Transfer from or Shared Funded Hours with Another Childcare Provider

- 9.1. Parents/Carers must declare at the time of Registration if they have claimed Local Authority Funding for childcare provided by any other childcare provider.
- 9.2. In the circumstances arising under this s.9.1, Parent/Carers must provide the Nursery with the Transfer Form provided to them by the other or previous childcare provider.
- 9.3. On receipt of the completed Transfer Form, the Nursery will allocate any unused Local Authority Funded hours against the Nursery Placement fees.
- 9.4. If a Registered Child is receiving childcare provided by another provider and the Parent/Carer requests that the Local Authority Funded hours are split between the Nursery and that other provider, the Parent/Carer must provide the Nursery with the contact details of the other provider and the Nursery will contact that provider to make suitable administrative arrangements.

10. Payment Terms

- 10.1. The Nursery will issue invoices in advance on or around the 15th day of the calendar month preceding the relevant month.
- 10.2. The Nursery accepts credits via recognised electronic childcare payment schemes which will be offset against Nursery fees provided that the payments are received by us before the 7th of each month. Payments of this type received after the 7th of the month will be credited against the subsequent month's invoice.
- 10.3. All fees must be settled in the Nursery's bank account by the 1st day of each calendar month. Parents/Carers should note that payments from some types of bank accounts can take as long as five working days to transfer funds into a recipient's account.
- 10.4. An administration charge of £40 will be levied on each occasion that Your fees remain unpaid by the 7th day of the calendar month unless previously agreed by Us in writing beforehand.
- 10.5. The Nursery reserves the right to levy interest at an APR of 8% on any and all fees that remain outstanding for a period in excess of 7 days and the Nursery may utilise third-party debt recovery agents at the cost of the debtor, in attempting to recover any outstanding debt incurred by a Parent/Carer.
- 10.6. The Nursery utilises the services of a professional credit management agency to administer Direct Debits on behalf of the Nursery.
- 10.7. Parent/Carers paying their Nursery fees by Direct Debit mandate will be provided with the specific terms under which the Nursery will collect Direct Debit payments and Your legal rights over the arrangement when You authorise the Direct Debit mandate.
- 10.8. Parents/Carers should note that the Nursery will initiate Direct Debit collection of fees from Your nominated bank accounts on the first working day of each month.
- 10.9. Parents/Carers will be notified by email of the fee amount that will be collected by Direct Debit approximately 3 days prior to actual date of fee collection from Your nominated bank account.

11. Credit Checks

- 11.1. We reserve the right to carry out any appropriate credit checks on Parents/Carers using reputable third-party credit agencies of the Nursery's choice.

12. Deregistration of a Registered Child

- 12.1. Except in circumstances arising from a Critical Event (see in this, s.19 below), Once Registration has been completed, Parents/Carers wishing to Deregister their child must give at least six weeks' notice in writing to the

Nursery clearly stating the final date that the child will be attending Nursery, such date being the date of Deregistration.

- 12.2. Except in circumstances arising from a Critical Event (see in this, s.19 below), Parents/Carers will be liable for six week's Nursery fees from the date of receipt of the Deregistration notice submitted by the Parent/Carer under this s.12.1 regardless of whether the child attends the Nursery during the period up to the date of Deregistration.
- 12.3. Registration Deposits made by Parents/Carers under s.5 shall only be returned to the Parent/Carer if the Deregistration notice has been submitted in writing to the Nursery at least six weeks prior to the Deregistration date (two weeks in the case of Deregistration arising from a Critical Event (see in this s.19 below)).
- 12.4. The Nursery reserves the right to Deregister a child without notice in circumstances arising from those described under s.13.
- 12.5. In all other circumstances the Nursery will provide Parents/Carers with at least six weeks' notice in writing, should the Nursery choose to Deregister a child.

13. Exclusion and Termination:

- 13.1. The Nursery reserves the right to request that a Parent/Carer remove a child from the Nursery premises who is displaying abusive, threatening, disruptive or otherwise inappropriate behaviour towards any member of staff, another child or any parent or carer;
- 13.2. The Nursery reserves the right to exclude from its premises any person displaying abusive, threatening, disruptive or otherwise inappropriate behaviour towards any other person or child;
- 13.3. The Nursery reserves the right to terminate a child's Registration (Deregister a child) with immediate effect in the following circumstances:
 - 13.3.1. Where exclusion of a Registered Child or the Parent/Carer of a Registered Child has arisen in the circumstances described in this s.13.1 or 13.2;
 - 13.3.2. If any Nursery fees remain outstanding for more than thirty days from the due date;
 - 13.3.3. If it transpires that in the opinion of the Nursery, a child suffers from a medical or other condition or allergy that was not wholly declared by the Parent/Carer at the time of Registration;
 - 13.3.4. If it transpires that in the opinion of the Nursery, a Parent/Carer did not disclose or withheld important or significant information about a child at the time of Registration and that such a failure to disclose has caused or given rise to or had the potential to give rise to significant child safeguarding, operational or health, safety and/or welfare ramifications;
 - 13.3.5. Where a Parent/Carer is in significant or serious breach of these terms and conditions;
 - 13.3.6. Where Deregistration of a child is considered by the Nursery to be in the best interests of the Nursery and/or the continuing welfare of the other children at the Nursery.

- 13.4. Without prejudice to s.13.3.2, if a Parent/Carer is more than 30 days in arrears with due fee payments, the relevant childcare Placement will be suspended, and the Parent/Carer will not be entitled to a refund of any Nursery fees paid in advance or any Registration Deposit.
 - 13.5. In the circumstances of overdue fees and provided the Nursery has not exercised its right to Deregister a child under this s.13.3.2 and once all outstanding fees are paid in full Your child may return to Nursery.
- 14. OFSTED Registration**
- 14.1. The Nursery is registered with the Office for Standards in Education, Children's Services and Skills (OFSTED) in accordance with the Children Act 1989 (as amended).
 - 14.2. The Nursery is legally obliged to adhere to the national care, educational and welfare standards as set by OFSTED.
- 15. Obligation to Report Abuse or Neglect**
- 15.1. The Nursery operates under a legal duty of care to all children attending the Nursery.
 - 15.2. The Nursery is legally obliged to report to relevant authorities any reasonably held suspicions that a child may be suffering or may potentially suffer from abuse or neglect.
- 16. Nursery Policies & Procedures**
- 16.1. A full copy of the Nursery's Policies and Procedures is available to view in the Lobby at each Nursery Setting.
 - 16.2. Nursery policies and procedures form part of these terms and conditions.
 - 16.3. Parents/Carers must comply with Nursery policies and procedures and by accepting a Placement for Your child at the Nursery You acknowledge that You have read and accept those Policies & Procedures.
 - 16.4. The Nursery Policies include provision for and information on the following topics:
 - 16.4.1. Nursery Setting operating times (also available via the Nursery Website);
 - 16.4.2. Health, safety & Welfare matters (the Nursery Health & Safety Policy is also available on the Nursery Website);
 - 16.4.3. Child sickness;
 - 16.4.4. Medication;
 - 16.4.5. Medical conditions and allergies;
 - 16.4.6. Child safeguarding;
 - 16.4.7. Child vehicle transportation.
 - 16.5. All Nursery settings will close each year for one week between Christmas and New Year and on all notified English Public Holidays.

- 16.6. The Stadium Setting will close for the whole of the February half term school holiday period, as specified by the Borough of Poole.

17. Data Privacy

- 17.1. The vast majority of private data that is processed and retained by the Nursery is gathered and used for either contractual or legal reasons. However, the Nursery has produced and adheres to specific policies with respect to the processing and retention of personal information; such policies will be made available to Parents/Carers at the time of Registration and thereafter on request and at all other times via the “Privacy” page on the Nursery Website.
- 17.2. All questions about or relating to data privacy shall be addressed to the Administration Manager at the Canford Heath Nursery Setting.

18. Liability:

- 18.1. We aim to provide childcare using all reasonable care and skill and in accordance with the OFSTED declared educational and welfare standards.
- 18.2. We accept no responsibility for any loss suffered by You, arising directly or indirectly, as a result of a Setting being temporarily closed or the non-admittance of Your child to the Setting for any reason.
- 18.3. We accept no responsibility for Your child whilst in Your care at the Nursery, i.e. prior to formal handover of your child to the Nursery staff or after formal handover of your child into your care.
- 18.4. We accept no liability whatsoever in circumstances where the Parent/Carer has failed to carry out his/her duties in accordance with the Nursery Policies and injury or damage has occurred as a direct result of the Parent/Carers breach. In particular, this s.18 is relevant to and should be read in conjunction with matters detailed in Nursery Policies that specify Parent/Carer duties and responsibilities, particularly with respect to:
 - 18.4.1. Assisting the Nursery in managing child medication;
 - 18.4.2. Declaration of and withdrawal of a child from the Nursery for child illnesses;
 - 18.4.3. Declaration of and the provision of medical care plans for children suffering from significant medical conditions and allergies;
 - 18.4.4. The provision of and fitting of child car seats and other vehicle safety devices by Parents/carers;
 - 18.4.5. The collection of children in the care of the Nursery;
 - 18.4.6. Health, safety and Welfare matters;
 - 18.4.7. Child safeguarding matters.

- 18.5. We shall not be liable to You or any third-party for any economic loss of any kind, for damage to Your child's or Your property, for any loss resulting from a claim made by any third-party or for any special, indirect or consequential loss or damage of any kind.
- 18.6. Except in the case of death or personal injury caused by Our negligence, Our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever caused shall not exceed the fees that You have paid to us.

19. Critical Event

- 19.1. We shall not be liable for any default due to any Critical Event or other event beyond the reasonable control of the Nursery.
- 19.2. We will take all reasonable precautions which, having regard to all the matters known to us before the Critical Event, We ought reasonably to take and We will use all reasonable endeavours to mitigate the effect of the Critical Event, to carry out Our obligations to You in any way that is reasonably practicable and to resume the performance of Our obligations as soon as reasonably practicable.
- 19.3. If the Nursery is unable to provide Your child with childcare services as a result of a Critical Event, and You wish to Deregister Your child, You are required to provide two weeks written notice to the Nursery.
- 19.4. If, as a result of a Critical Event affecting any or all of Our Settings, We are forced to suspend the provision of childcare services for Your child, You will not be charged for the period of suspension. However, where we are unable to claim against our insurance for business interruption as a result of a Critical Event, We may charge a retainer of 25% of your regular monthly fee to enable the Nursery to hold your child's place and meet unavoidable overheads during the period of suspension.

20. Keeping Us Informed

- 20.1. You must inform us immediately of any changes to all information kept by us in relation to You and Your child and any information that is relevant to Our care of Your child.
- 20.2. For the purposes of the childcare that the Nursery provides, it is assumed that both declared parents retain individual "parental responsibility" over the relevant child at all times.
- 20.3. You must inform us immediately in writing if the parents of the Registered Child separate or some other circumstance arises where the presumption at this s.19.2 is being challenged or is under investigation by a competent authority.
- 20.4. You must inform us if Your child is the subject of a court order and immediately provide us with a copy of that order.

20.5. In order to help the Nursery plan and arrange suitable staffing levels, Parent/Carers are requested to provide as much notice as possible in writing of dates upon which Your child will not be attending the Nursery for whatever reason.

21. **Covenant**

21.1. You agree that You will not at any time, whether throughout the continuance of this agreement or for a period of six months after its termination, directly or indirectly (via agencies) employ/entice away an employee with whom You have had contact or dealings with at the Nursery.

21.2. If You are in breach of the provision at this s.20.1 then You agree to pay to Us a sum representing 20% of the relevant member of staff's gross annual salary at the time they left Our employment representing the costs to Us of recruiting a suitable replacement.

22. **Child Placement in Age Appropriate Rooms**

22.1. We will always use all practical endeavours to place and subsequently move a child to an age appropriate room at the Nursery (particularly at ages 18months, 2 years and 3 years).

22.2. However, if circumstances prevent Us from complying with this s.21.1, You will be informed and the child fees that shall apply will be at the 'older room' rate. In any event, Your child will at all times receive care appropriate to their age.

23. **Agreement**

23.1. These terms and conditions and Our policies and procedures represent the entire agreement and understanding between You and Us. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by the law under the jurisdiction of the courts of England and Wales.

23.2. We may assign this agreement upon written notice to You.

23.3. As co-signatories to this agreement each Parent/Carer recognises and understands that they may be held jointly and severally liable for breaches to its terms and conditions.

24. **Changes to these terms and conditions**

24.1. We reserve the right to update or amend Our policies and procedures at any time. We will always endeavour to provide You with at least six weeks' prior notice of any such changes.

24.2. We may change any other terms only with express written agreement from You.

24.3. We will review the contract annually and any changes will be agreed in writing and signed by each party.

24.4. We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting Us and We will provide reasonable notice of any such changes as they occur.

25. Invalid clauses

25.1. If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.