



Auden Place Community Nursery
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Auden Place Nursery Terms and Conditions (November 2022)

The information below constitutes an agreement between our nursery and parent. It explains what Auden Place Community Nursery will do for you and what you as the Parent/Guardian are required to do when you join our Nursery. The term 'parent' refers primarily to the person or persons who are legally responsible for the child in respect of whom an application has been made for a place within the nursery. This agreement begins once the nursery has confirmed allocation to your child and the signed form returned.

Auden Place Community Nursery shall:

- Make available suitable premises and qualified staff at the Nursery.
- Ensure that the nursery complies with all relevant legal requirements in respect of the provision of full day-care.
- Implement an educational programme for children attending the Nursery.
- Ensure that the Nursery shall be open between the hours of 8.00 a.m. and 6.00 p.m. Monday to Friday, 51 weeks of the year, except on public and bank holidays and 5 Inset Training days throughout the year for staff (please see closure dates). The nursery will also be closed from 7.30am to 9.15am on the first Friday of each month for staff meetings, unless it falls on a month with an Inset Closure Day in which case they are combined. It may also be necessary to close the nursery due to reasons outside the control of the nursery (e.g., extreme temperatures). Please see Auden Place Community Nursery's policies on www.audenplace.co.uk for more details on such unlikely occurrences.
- Ensure that any data provided by you about you or your child, will be stored, retained and disposed of in line with our Privacy Policy
- Always remain professional and show respect to all parents and visitors.

You as a parent/guardian shall commit to the following responsibilities:

- Answer fully and frankly all questions set out in our registration documents.
- Always adhere to Nursery Policies and Procedures.
- Notify the nursery in writing (email) of any changes to the details provided in the enrolment forms as soon as possible.
- Notify the nursery if your child is taking or has been prescribed medication. Any medicine brought into the nursery must be in its original container, as dispensed by the chemist and





must include the instructions, your child's name, dosage and times to be taken. Please give all medication to the nursery manager or your child's Key worker making sure all appropriate forms have been signed. You should not leave any medication in your child's bag or on their peg.

- Inform the nursery manager if your child has any special educational and disability or medical needs.
- Pay £75 non-refundable registration fee to secure a place on our waiting list. This is only on the offer of a place.
- Pay £150 fee deposit on the offer of a place. This will be refunded at the end of your child's time with the nursery. (The deposit and registration fees are not needed for children only attending government grant funded sessions)
- Ensure that you or another chosen responsible person is always contactable by telephone whilst your child is attending the nursery. Inform the nursery of any changes to your contact details.
- Label your child's clothing and possessions and provide spare clothes for your child. Ensure your child is dressed appropriately.
- Show respect to staff and other parents and visitors. Negative or derogatory comments or actions towards staff or other parents are deemed unacceptable and will be dealt with accordingly (Please refer to Parent Partnership policy for further information)
- Ensure that your child is in nursery before the cut of times of 9.45am or 1.45pm.
- Inform us as far as possible in advance of any dates on which your child will not be attending nursery.
- Ensure that you collect your child on time or make arrangements for someone else to collect if you are held up (Please refer to the Late Collection Policy for further information)
- If you change your mind to accept a place, please give the nursery at least one month's written notice. Failure to do so will result in the loss of your fee deposit.
- The nursery requires one month's notice in writing if your child is going to attend another nursery.
- Should any of these terms and conditions be broken, then the Management have the right to review your child's place.

Fees

Once you have a place, and we have confirmed this in writing, we will not let it be taken by anyone else. Fees are invoiced in advance and are payable on or before the 1st of each month.

No fee refund will be given even if:

- You or your child are sick on a day you use, and you are unable to attend.
- You are on holiday on a day you normally use and do not attend.
- A day you use is a public holiday or the additional closure dates over Christmas.
- A day you use falls on one of our Inset training days.
- If you arrive at nursery after the 9.45am cut off and sent away for the morning session (1.45pm for the afternoon session)
- There is a minimum booking of 2 days per week attendance.





Additional Costs

Those parents who do not make their payment for nursery fees by 15th of the month will be subject to a £25.00 a month fee to cover administration costs.

Any bank charges incurred by the nursery due to unpaid/returned bank transfers, will be charged to the parent, along with an additional £25.00 admin fee.

Extra/Ad Hoc Days

We do not allow you to swap your days. Extra/Ad Hoc days (i.e. those outside the days you normally use) can be arranged privately at the Nursery and will be charged at the daily or sessional rate. If you no longer require the extra day or session, you must inform management no later than the day before or you will still be charged as staffing will have already been arranged.

Arrears

Any parent going into a arrears of one month will have their nursery place reviewed.

If you do not make payment to the nursery by the due date for payment, we reserve the right to charge interest to you on the overdue amount at the rate of 3% a year above the base rate from time to time of the Nursery's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against you. You must pay the Nursery the interest together with the overdue amount.

You will be responsible for paying the costs in recovering or attempting to recover, any unpaid fees from you (including reasonable legal costs, being costs that would be allowable by the courts if judgement was made in the Nursery's favour)

Force Majeure

Auden Place are unable to offer any refunds or compensation for closure or suspension of nursery activities as a result of a third-party action, inclement weather, fire, flood or any other event beyond our control.

Fee Increase

Fees will be reviewed no later than February and any changes will come into effect on the 1st of April each year. The nursery reserves the right to review and increase the fees at other times in exceptional circumstances and on two months notice to all parents.

Reductions

Band 2 and band 3 fees

For families with an annual household income of £50,000 or below, we offer a reduced fee. To be eligible for these fees, you will need to provide sufficient evidence to provide your household income.

The nursery can request this evidence to be provided on a periodic basis in order to re-certify eligibility as deemed necessary.

N.B. The nursery reserves the right to refuse this discount if they feel that the evidence provided does not accurately reflect the applicants' circumstances.





General

The nursery has 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.

If you have any concerns regarding the services we provide or wish to make a complaint, please discuss these with your child’s key worker. If these concerns or complaints have not been resolved to your satisfaction, please contact the Nursery Manager.

From time to time, we may have photographs taken of the children who attend our nursery. These photographs may be used for promotional purposes. If you do not wish for your child to be included, please inform the Nursery Manager.

The number of children with nut allergies is increasing, with the support of parents we aim to keep the nursery Nut Free.

Data Protection

On the 25th May 2018 the General Data Protection Regulation came into effect in the UK. Where we receive any personal data (as defined in GDPR) we shall ensure that we fully comply with the provisions and will only process data to fulfil our obligations. Please refer to our website for further details.

Auden Place Community Nursery, reserves the right to make changes to these terms and conditions at any time, as agreed necessary by the Management Team and The Management Committee.

I/We have read and accept the above terms and conditions as a contract between ourselves and Auden Place Community Nursery.

Child’s name..... Date

Parent’s Name..... Parent’s signature

