

## Terms and Conditions

### **Nursery Places, Bookings, Registration Fees and Deposits**

Mighty Oaks Day Nursery & Preschool requires a signed and completed registration form before a place can be allocated to any child. For any child **not** utilising **just** the free 15-30 hours government, a **registration fee of £100** (£25 administration fee, £75 refundable deposit) is also required. Full and part time sessions must fit in to the session times detailed on the registration form; however, we will attempt to meet individual needs where necessary. A minimum of 10 hours is required.

For further information on our registration fees and deposits, please see the attached *Charging Policy*.

### **Liability**

We accept **no responsibility** for any loss suffered by parents, arising directly or indirectly, as a result of Nursery closure or the non-admittance of your child to the Nursery for any reason, including, but not limited to, absence due to sickness, holidays and Bank Holidays.

We accept **no responsibility** for children whilst in their parent's care on Nursery premises, i.e. prior to arrival or after collection.

We will **not be liable** to parents and/or children for any economic loss of any kind, for damage to the child's or parent's 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. We will make reasonable endeavours to keep parents and/or children's property in good order.

Liability for damage of such property is excluded except where caused by our negligence.

### **Accidents and Illness**

We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents and will be required to sign an *Accident Form*. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by the Nursery to contact the parents but failing this, we are hereby **authorised** to act on behalf of parents and **authorise** necessary treatment.

We will administer prescribed medicines if parents complete an *Administration of Daily Medication* Form; however, the first dose of medicine **must** be given at home and have been taken for a minimum of **24 hours** before returning to Nursery. Parents must also take all medicines home at the end of each day.

We may require parents to withdraw their child from Nursery, in the event that they require special medical care or attention, which is not available or refused by parents, or it is considered that the child is not well enough to attend the Nursery and keep up with the day-to-day nursery routine. We may also ask parents to withdraw their child from Nursery if we have reasonable cause to believe that they are or maybe suffering from, or has suffered from, any contagious disease/infection and there remains a danger that other children at the Nursery may contract such a disease/infection. We accept **no responsibility** for children contracting contagious diseases/infections.

Parents are requested to inform the Nursery if their child is suffering from any illness, sickness or allergies before attending Nursery.

If your child has had sickness and/or diarrhoea, parents are asked to keep them away from the Nursery for **48 hours** until they can attend the Nursery again.

We have a realistic attitude to the needs of working parents but we reserve the right to contact parents if their child becomes ill during Nursery hours.

### **Security**

Under no circumstances will the child be allowed to leave the Nursery with anyone unknown to Nursery staff unless the parent has previously arranged this. If the parent has made alternative arrangements for their child's collection, the Nursery will require the name, address and telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery. A list of responsible adults who are authorised to collect the child should be given to the Nursery Manager. The nursery also uses a password system for entry to buildings. No person under the age of 18 is allowed to collect a child.

### **Nursery Closure**

Mighty Oaks Day Nursery & Preschool will be closed from and including the 25<sup>th</sup> December, up to and including the 1<sup>st</sup> January each year. The Nursery will also be closed on those Bank Holidays associated with these days, i.e. if Christmas Day, Boxing Day or New Year's Day is on a Saturday or Sunday, the relevant Bank Holiday(s) will be carried to Monday / Tuesday. The nursery will also be closed for all other Bank Holiday(s) during the year. Our Nursery is open 51 weeks a year, during which time full fees are payable. We do not charge for Bank Holidays.

Also the "Rugby 7's" are held annually and, as a result, Mighty Oaks Day Nursery & Preschool will be closed on the Friday prior to the Bank Holiday at the end of May. You are not charged for these two session closures.

If Mighty Oaks Day Nursery & Preschool is closed due to a force majeure / 'acts of god', loss of power i.e. heat and light, infectious diseases, environmental factors (such as snow) or any other event beyond our control, we will not be liable for a refund on your fees

### **Behaviour Management**

We may require parents to withdraw or remove their child from Nursery in the event that the Nursery Manager considers the child to be disruptive or displaying inappropriate behaviour. We will not tolerate Nursery staff being spoken to in an abusive or threatening manner by parents, guardians, carers or children. Such behaviour may result in the termination of a Nursery place.

### **Insurance**

We have extensive Insurance cover - full details of the Insurance is available upon request, from the Nursery Manager/Managing Director. A copy of the Nursery's insurance certificate is also displayed on the Parents' Noticeboard outside of the Mighty Oaks Room.

### **Personal Property and Belongings**

We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by the Nursery staff to ensure the children's belongings are not lost or damaged. A lost property box is situated outside the Mighty Oaks Room. Any lost property not claimed within a reasonable timeframe (denoted on the lost property box) will be donated to charity.

Alongside the uniform, **practical 'inexpensive' clothing** is strongly recommended for children attending Mighty Oaks Day Nursery & Preschool. It is the parent's responsibility to name and clearly label all items of clothing. If items are not named, the Nursery reserves the right to appropriately name items with a sharpie pen.

Parents must provide a full range of clothing; suitable outdoor wear including wet weather clothing and wellies; as well as sun hats, spare clothing etc.

We suggest that all toys, books or other equipment are left at home.

### **Policies and Procedure**

Mighty Oaks Day Nursery & Preschool has policies and procedures which are reviewed annually or when changes occur in legislation for example. These policies and procedures are contained in a large lever arch file outside the Mighty Oaks Room and are available for parents to see at any time. **By signing below, you agree you have read** the Nursery's **Charging Policy, Health & Safety Policy, Late Collection & Non-Collection of Child Policy, Lost Child from Nursery Policy, Medication Policy, Promoting Positive Behaviour Policy, Safeguarding Policy, Sickness & Illness Policy and Transition Policy.**

### **Parking**

Use of the car park is entirely at your own risk.

### **Employment of Staff**

As members of staff are prohibited from working for parents during normal working hours i.e. 7.45am-6.00pm Monday to Friday, parents are requested not to ask staff to breach their employment contracts. Parents can, if they wish, employ the staff privately outside working hours (e.g. for Babysitting, evening or weekends) provided that all such private arrangements are not made or discussed in the nursery. Mighty Oaks Day Nursery & Preschool accepts **no responsibility** for staff during private hiring for care of any children, however, we do ask that parents notify us in writing (via email is sufficient) if they do choose to use one of our staff members for private babysitting.

If during this agreement and for a period of six month after the termination of the agreement you employ (directly or indirectly) a member of staff who cared for your child at the nursery you will agree to pay to the nursery a fee equivalent to 50% of that members gross annual salary.

### **Introduction to the Nursery Sessions**

On the return of a completed registration form and these *Terms and Conditions*, we offer two 2 hour "Introduction to Nursery" sessions. These can be arranged with the Nursery Manager and are **free of charge**. However, if for whatever reason a parent decides to withdraw their child's place at the setting without giving one month's notice/or payment in lieu of notice, the registration fee will be retained by the Nursery (if applicable) and **all outstanding fees will still be payable** by the parent, in line with the attached *Charging Policy*.

By signing these *Terms and Conditions*, **you agree** that the Nursery will be able to recover any costs incurred in the recovery of late or unpaid fees. Such costs will include, but not being limited to, legal fees and court fees.

### **General Information**

Within these Terms and conditions, any reference to "Mighty Oaks Day Nursery & Preschool", "Us" or "We" or "Our" refers to Mighty Oaks Day Nursery & Preschool. Any reference to "You" or "Parent" refers to those who have signed this contract or any person who emulates this position.

Parents are requested to inform the Nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform the Nursery of any changes/progress to the condition, in writing, when they become aware. Parents are requested to inform the Nursery of any changes to all information kept in the Nursey

### **This Agreement**

Two copies of these *Terms and Conditions* will be given to you to sign during registration. One is to be return to us and the other you keep for your records.

**These Terms and Conditions in conjunction with the Charging Policy represent the entire agreement and understanding between the parents/carers and Mighty Oaks Day Nursery & Preschool.** Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law. We reserve the right to update / amend these Terms and Conditions at anytime. Four weeks notice will be given of any changes made.