



Terms & Conditions

1. Registering & Offering a Place

- 1.1 These terms and conditions herein relate to the contract between us, the childcare provider and you, the client, who are the parent(s) and/or guardian(s).
- 1.2 We are happy to offer a provisional place to the child/ children referred to in the registration. Registration of a child must be completed fully and correctly on: ParentAdmin.com. For further guidance on registering your child, please see our: 'How to Register' form.
- 1.3 A definite place will only be granted once the registration process is fully completed.
- 1.4 The person completing the registration details must have legal custody and / or has parental responsibility for the child. You must inform the provider if your child is the subject of a court order and provide us with a copy of such order on request. You must immediately inform the provider of any changes to your registration details.
- 1.5 A non-refundable registration fee of £25.00 must be paid by you to the provider on submission of the registration. The payment is due in advance, prior to the child starting. The place will not be definite /granted or secure without this initial payment. This fee shall not be refunded. The registration fee will be returned if the provider cannot offer the required place on the schedule and date required. This fee is not deductible from any month's fee's.
- 1.6 Parents / Guardians who decide to choose to only claim Free Early Entitlement (F.E.E) are not required to make the registration fee payment. However, if they choose to pay for any additional services, for example: 'extra' hour(s) / day(s) / part-day(s) then this fee will need to be paid in advance. For more information please see the '15hrs & 30hrs F.E.E' forms.

2. Your Child's Profile

- 2.1 In order for the provider to maintain a high standard of care and education and to comply with current legislation, it is necessary to observe, assess and plan effectively, this is called 'The Learning Cycle'. During your child's time with ourselves we will monitor and support their development stages by using the Early Years Foundation Stage (EYFS) curriculum. More information can be found in our policies and procedures – 'Section 3 Childcare'.
- 2.2 On your ParentAdmin.com account, the provider asked you for your permission for your child to take part in 'The Learning Cycle'. This is asked when you initially register your child. Permissions can be updated at any point on your accounts page on: ParentAdmin.com.
- 2.3 During your time with ourselves your child's key person will be responsible for recording, capturing observations and ensuring your child's assessments are kept up-to-date. Should you have any questions or concerns regarding your child, you should ask to speak to your child's key person. Please note you can have access to any information or records regarding your child.
- 2.4 As a provider we also ask for your permission, so we can access help from outside agencies to support with your child's welfare and education. If applicable and where necessary if external third-party agencies are contacted confidentiality shall be maintained at all times and results fed back to the parent/ guardian.
- 2.5 By registering and using our service you agree and understand that the provider has a duty to share your information and details with the local authority and government bodies (for example Ofsted).

3. Calculation of Fees

- 3.1 Our year runs from September 1st to August 31st. We close for one week at Christmas and all other Bank Holidays.
- 3.2 The fees payable by you are calculated:

Nursery: **Weekly Fee x 51 / by 12 = Monthly Fee.** Please refer to 'Nursery Fees' form.

Explained: We take the child's weekly attendance fee, then multiply the same by 51, being the number of weeks the provider is open, and then we divide by 12 to give a monthly payment.

School Club: **Weekly Fee x 38 / by 10 = Monthly Fee.** Please refer to 'School Club Fees' form.

Explained: We take the child's weekly attendance fee, then multiply the same by 38, being the number of weeks the provider is open, and then we divide by 10 to give a monthly payment. Based on your child attending a full academic year's attendance we do not charge for July & August. Please Note: If you register after 1st January you will be required to pay for the weeks your child attends school club in July. Holiday Club service needs to be booked in advance. This service is charged via pay as you book and go.

- 3.3 The provider does not permit the pro-rata reduction regarding the payment of fees if the child is absent due to illness or holidays whilst the provider is open.
- 3.4 By agreeing to register you therefore are obliged to make full payment in-line with our calculation. In the event of any/ all fees that have not been received, then the provider reserves its right to terminate this agreement in accordance with 'Section 6 – Termination'.

4. Payment of Fees

- 4.1 You agree that the payment of fees for the child's attendance with the provider shall be made monthly.
- 4.2 All payments must be received in advance either before or by: **25th Monthly.**
- 4.3 The provider does not accept monies in arrears, all monies must be made in advance or on time.
- 4.4 It is the responsibility of the parent/ guardian to reference any payment with the child's name and ensure this payment is set up with a bank. All payments can be made via Direct Debit / BACS / Internet banking.

- 4.5 As a provider we do not permit the payment of fees on a daily or weekly basis.
- 4.6 Fees may be charged per session for part-month attendance for new registrations only.
- 4.7 Changes of days and/ or sessions need to be submitted in writing and changes will only commence on the 1st monthly.
- 4.8 Any payments from government support schemes (for example: Childcare Vouchers / Universal Credit/ Tax free Childcare etc...) must reach the provider on time or face late payment charges. Please ensure you communicate with these agencies to ensure payment is not late or delayed.
- 4.9 If fees are not made on time:

Stage 1	WARNING A 1 st notification will be sent if any payments are made after the 25 th
Stage 2	SUSPENDED A 2 nd notification will be sent if any payment is not made and outstanding by the 1 st . A £50.00 late fee will be added to your account and that your childcare place has been suspended until fees and late fee are paid in full.
Stage 3	TERMINATED A 3 rd notification will be sent if any payment is not received within 5 working days after the 1 st . The provider will terminate the childcare place.

- 4.10 The provider reserves the right to increase the said fees at any time upon giving one calendar month's written notice of the proposed increase to the parent / guardian.
- 4.11 Parents / Guardians agrees and accepts that this Contract and Childcare Fees will not be voided and/or cancelled in a 'significant event' if the company can continue to offer a service which does not affect the childcare sector. The term 'significant event' includes, but is not limited to: riots, civil unrest or commotion, a pandemic, social or local council or government "lockdown", strike action(s), or unforeseeable event(s) or circumstances.
In the event that the government (or other authoritative ruling) force closure on our sector and we are unable to provide a service for a period we therefore will provide a refund in the form of a credit for childcare services paid for in advance due to the imposed restrictions.

5. Cancellation or Reducing Sessions

- 5.1 Any cancellation or reduction must be in writing and posted/ emailed to the manager.
- 5.2 If the child cannot start with the provider, either party may cancel the place by serving 7 days written notice prior to the child's start date outlining the reasons why. All childcare fees will be refunded. However, the registration fee will be lost. An alternative start date can be arranged.
- 5.3 If the child has started with the provider, either party may cancel or reduce this agreement by serving one calendar months' notice in writing.
- 5.4 In the event that the provider decides to market offers and/ or promotions additional terms and conditions may be applicable which may affect cancellation. Therefore, the provision of one month's notice as referred to in clause (4.3) may not apply.

6 Termination

- 6.1 Termination of this contract means that the child shall cease forthwith to be admitted to the providers setting and their place will be withdrawn. The provision of one month's notice as referred to in clause (5.3) shall not apply. Termination means that the provider will issue a formal demand for any/all outstanding monies and may seek legal action / debt recovery to recover monies owed.
- 6.2 If you fail to correctly follow: 'Section 3 – Calculation of Fees', then the provider will terminate as referred to in clause (6.1).
- 6.3 If you fail to correctly follow: 'Section 4 – Payment of Fees', then the provider will terminate as referred to in clause (6.1).
- 6.4 If you have chosen to cancel in line with: 'Section 5 – Cancellation', and you fail to pay any/all outstanding fee's then the provider will terminate as referred to in clause (6.1).
- 6.5 The providers manager or person of similar standing or authority considers that the continued presence of the child referred to in the registration is detrimental to the health, safety or wellbeing of themselves or other children or the staff so employed, then the provider may serve notice to you (parent/ guardians) or request for the child to be immediately removed and the provision of one month's notice as referred to in clause (5.3) shall not apply.

7. Variation

- 7.1 There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the company (the provider) and the client (parent/ guardian). Agreements are only authorised from a Director of the Company or the Manager. It is hereby recognised that the provider is owned by Early Learners Nursery Limited and the members of staff at the business are employees of the company. The employees of the Company are not authorised to bind the Company in respect of the following matter:
 - (1) The variation of any terms of this agreement except attendance schedule.
 - (2) The entering into of agreements be they oral or written with any client as to payment schedules of current fees or arrears of fees.
 - (3) The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with section 4.
 - (4) Any representation as to the rights of the Company to take legal or other proceedings.

General Data Protection Regulation (GDPR)

It is a requirement of our company and as part of our registration with the Information Commissioners Office (ICO) to provide you with information about the details we keep about you and your child/ren. This requirement applies to information we collect in relation to online and paper data processing. We collect and use children's information under section 537A of the Education Act 1996, and section 83 of the Children Act 1989. We also comply with Article 6(1)(c) and Article 9(2)(b) of the General Data Protection Regulation (GDPR, May 2018). Please see our 'Privacy Notice' for further information this can be found in our entrances and/or on our website.

Agreement

Information Security

You agree to us electronically recording and storing this information. All information is secure and will be encrypted using 256-bit encryption technology.

Accurate Information

You confirm that the information you have provided is both complete and accurate and you understand that the giving of false information could invalidate your childcare contract terms and conditions.

Confirmation

You confirm that you have read the terms and conditions of the provider and agree to comply with them and any updated regulations and instructions where necessary.

This agreement is signed for and recorded electronically on Parentadmin.com