



# Terms & Conditions

These terms and conditions herein relate to the contract between us, the childcare provider (Early Learners Nurseries) and you, the client, who are the parent(s) and/or guardian(s). By registering a place you agree to comply to all of the following terms & conditions.

## 1. Registering & Offering a Place

- 1.1 Early Learners Nurseries 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: <https://uk.parentadmin.com/login.php> prior to start date.
- 1.2 A definite place will only be granted once the registration process is fully completed. A refundable deposit is required to secure your child's place. Failure to start will result in your deposit being lost. A refund will only be provided once said child has completed one calendar month. (A credit will be provided in to the child's account.)
- 1.3 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.
- 1.4 You understand that we operate on a 52 week basis. Early Learners Nurseries are closed for bank holidays.

## 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) and Development Matters Non-statutory curriculum guidance for the early years foundation stage. More information can be found in our policies and procedures.
- 2.2 On your ParentAdmin.com account, the provider asked you for your permission. This is asked when you initially register your child. You may be asked to re-confirm your permissions. 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, LADO).
- 2.6 By registering and using our service you agree and understand that you are required to sign for accidents and incidents. This form of data is required to be held in line with our legal obligations. The refusal to sign may result in your place being terminated.

## 3. Calculation of Fees

- 3.1 Our year runs from September 1st to August 31st. We close for Bank Holidays.
- 3.2 Any and all public and/or bank holidays are chargeable when we are closed.
- 3.3 The fees payable by you are calculated:

Nursery: **Weekly Fee x 52 / by 12 = Monthly Fee.**

Please refer to 'Nursery Fees' form.

*Explained: We take the child's weekly attendance fee, then multiply the same by 52, 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 1<sup>st</sup> January you will be required to pay for the weeks your child attends school club in July. Holiday Club service needs to be booked and paid for in advance.*

- 3.4 As a provider we do 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.
- 3.5 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 we the provider reserves our right to terminate this agreement in accordance with 'Section 6 – Termination'.

## 4. Free Early Education

- 4.1 When to apply: The date you can start claiming depends on your child's birthday.

Your child's Birthday:	When they can get their hours from:	Recommended time to apply:
1 September to 31 December	Term starting on or after 1 January	15 October to 30 November
1 January to 31 March	Term starting on or after 1 April	15 January to 28 February
1 April to 31 August	Term starting on or after 1 September	15 June to 31 July

How to apply:

- 4.2 To apply and use this service you'll need:
  - a Government Gateway account,
  - your National Insurance number,
  - access to a mobile phone or landline,
  - details of one or more of the following - your UK Passport, tax credits, P60 or a recent pay slip.
- 4.3 Applying for a code usually takes 20 minutes. You may find out if you're eligible straight away, but it can take up to 7 days. Once your application has been approved, you'll get a code for funded childcare to give to us. Apply here: <https://beststartinlife.gov.uk/>

Our funding model:

- 4.4 The funding is calculated:

15 Hours: <b>11 hrs per week x 52 (weeks) = 572 per year.</b> <b>572 divided by 52 (weeks) = 11 per week.</b> Please refer to '15 Universal Funding form.'
30 Hours: <b>22 hrs per week x 52 (weeks) = 1144 per year.</b> <b>1144 divided by 52 (weeks) = 22 per week.</b> Please refer to '30 Working Families Funding form.'

Some nurseries may offer a term-time only service. For further information: <https://www.earlylearnersnurseries.co.uk/free-early-education>

- 4.5 By accepting a place you have clearly accessed and understood our Free Early Education funding model here at Early Learners Nurseries. This has enabled you to make an informed decision.
- 4.6 Here at Early Learners Nurseries you are never charged for funded hours. Government funding is intended to deliver funded, high quality, flexible childcare. Early Learners Nurseries do not require a registration fee, however we do require refundable deposit to register your child. The registration fee will only be returned if your child starts and stays registered for up to one full month.

*Extra charges, meals, consumables and additional activities/ services:*

- 4.7 By accepting our terms you acknowledge and agree that the funding is not intended to cover the costs of additional services:
  - Meals (breakfast, lunch, dinner or snacks),
  - Other consumables, (clothing or sundries),
  - Additional time (wrap around hours & extra sessions/ days),
  - Additional activities (trips, activities or extra programmes).
- 4.8 You abide by our invoicing structure and comply to our charges relating to consumables and additional services offered by the childcare provider alongside or in addition to their funded entitlement.
- 4.9 In the event of a bank holiday (standard recurring and/ or additional one-off bank holidays) funded hours are sacrificed and nontransferable.

*The clients responsibility:*

- 4.10 You take full responsibility to apply 'on time' and provide a valid code to us, prior to any term cut off period. You acknowledge and take full responsibility to pay for any outstanding amount we are unable to claim funding for.
- 4.11 You take full responsibility to reconfirm your personal details 'on time' to ensure your code remains active. For the avoidance of doubt, if for any reason your code is no longer eligible, then you must notify us (in writing) as soon as possible so that the correct funding can be applied. Any delays may affect the continuation and your place may be terminated.
- 4.12 You must communicate information and/or any changes in writing to our Customer Care team via notification on your ParentAdmin account: <https://uk.parentadmin.com/login.php>.
- 4.13 You agree to provide us with one calendar months' notice, if you wish to cancel, change, split or move funding elsewhere mid-term. You must adhere to local authority policy and procedures.
- 4.14 As a provider we have the right to refuse a transfer of funding request if it does not comply with government guidance.

## 5. Payment of Fees

- 5.1 You agree that the payment of fees for the child's attendance with the provider shall be made monthly.
- 5.2 All payments must be received in advance either before or by: 25th Monthly.
- 5.3 The provider does not accept monies in arrears, all monies must be made in advance or on time.
- 5.4 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.
- 5.5 As a provider we do not permit the payment of fees on a daily or weekly basis.
- 5.6 Fees may be charged per session for part-month attendance for new registrations only.
- 5.7 Changes of days and/ or sessions need to be submitted in writing and changes will only commence on the 1<sup>st</sup> monthly.
- 5.8 We do not permit changes or swapping of sessions on an ad hoc basis. Extra sessions may be granted upon availability. Extra sessions must be paid for prior to the session being attended.
- 5.9 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.
- 5.10 If fees are not made on time:

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

- 5.11 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.
- 5.12 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.
- 5.13 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.

## 6. Cancellation or Reducing Sessions

- 6.1 Any cancellation or reduction must be via notification in writing and posted/ emailed to the manager.
- 6.2 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. An alternative start date can be arranged.
- 6.3 If the child has started with the provider, either party may cancel or reduce this agreement by serving one calendar months' notice in writing.
- 6.4 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 may not apply.

## 7. Termination

- 7.1 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 (6.3) 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.
- 7.2 If you fail to correctly follow: 'Section 3 – Calculation of Fees', then the provider will terminate as referred to in clause (7.1).
- 7.3 If you fail to correctly follow: 'Section 4 – Free Early Education', then the provider will terminate as referred to in clause (7.1).
- 7.4 If you fail to correctly follow: 'Section 5 – Payment of Fees', then the provider will terminate as referred to in clause (7.1).
- 7.5 If you have chosen to cancel in line with: 'Section 6 – Cancellation', and you fail to pay any/all outstanding fee's, then the provider will terminate as referred to in clause (7.1).
- 7.6 If the childcare 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 (6.3) shall not apply.
- 7.7 Any form of intimidation, harassment, aggressive or abusive behaviour from a parent or carer is not tolerated. This could result in the withdrawal and cancellation of all services for the children with immediate effect. Upon cancellation the parent must collect their child immediately. In these circumstances we clarify that the childcare place was terminated on the basis of unacceptable behaviour by an adult. The safety and wellbeing of our staff is paramount. In all cases we endeavour to try and find a positive, fair and/or reasonable outcome. Parents will receive an outcome in writing by a member of the management team.

## 8. Variation

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 Nurseries 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 5.
- 4) Any representation as to the rights of the Company to take legal or other proceedings.

## 9. General Data Protection Regulation (GDPR)

9.1 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.

9.2 As a provider 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 on our website.

9.3 Data of a sensitive nature may not be shared. This includes but not limited to the safeguarding of children and individuals at potential risk. Data may contain sensitive personal data relating to other identifiable individuals who could be at risk of harm if the information was disclosed.

As a company we seek advice on this matter and act in accordance with our legal obligations. A full copy of our 2.6 Data Protection & Record keeping policy and procedure can be found via the following link: <https://www.earlylearnersnurseries.co.uk/policies-procedures>

## 10. Agreement

As part of your registration you agree to us electronically recording and storing this information. All information is secure and will be encrypted using 256-bit encryption technology.

It is essential that you provide accurate information in line with our policies and procedures. 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.

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. We recommend clients to download our app to their electronic device.

