



STAMFORD

## STAMFORD NURSERY TERMS & CONDITIONS

These are the terms and conditions on which we provide education and care services.

**Please read them carefully before you accept our offer of a place at Stamford Nursery School for your child.**

If anything in these terms is unclear to you or you would like to have further explanation, then please contact the Nursery Manager. If you require the terms and conditions in a larger font, please let us know.

This document constitutes an agreement between the Stamford Nursery School and the parent. "Stamford Nursery School", "the Nursery", "We" or "Us" means the Stamford Endowed Schools, a charity with registration number 527618.

"Parents" or "You" means any person who has signed these terms and conditions. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the Nursery, the Parents and the third party.

By completing and submitting this form, you apply to receive education and care services from Stamford Nursery based on the information provided to you and in agreement with the terms and conditions below.

This agreement begins once Stamford Nursery has confirmed allocation to your child of a place in the Nursery. This confirmation will be in writing and will follow careful consideration of the application.

### **Terms & Conditions:**

#### **1. Hours of Business:**

- a. Stamford Nursery is open 50 weeks of the year. We are open Monday to Friday, not including Bank Holidays and other Public Holidays, from 07:45 to 18:00 term time and 08:00 to 18:00 during the school holidays. For those using universal funded sessions, the term after your child's third birthday, they can be claimed between 09:00 – 12:00 & 13:00 – 16:00

**2. Age Range:**

- a. Stamford Nursery caters for children aged between 2 to 4 years old

**3. Administration Fee:**

- a. There is a one-off administration fee of £100.00 payable on the registration of each family with the nursery irrespective of the number of children being registered.
- b. The administration fee is payable in advance.
- c. The administration fee is non-refundable.

**4. Registration and Start Date:**

- a. The Parent should fill out the appropriate application form and enclose the required items. A place cannot be guaranteed until relevant monies have been paid and forms returned to us. Stamford Nursery will acknowledge receipt of these items and confirm in writing whether the application has been accepted.

**5. Variation and Amendment:**

- a. Parents should give not less than 8 weeks written notice of any reduction in the contracted services. Where less than 8 weeks' notice is given, Stamford Nursery reserves the right to charge in full for the contracted services in place up to the date on which the 8-week notice would have expired, had it been given.
- b. The Nursery may in its absolute discretion change any of its terms and conditions, upon giving the parent not less than 8 weeks' notice, unless required to amend sooner by new or amended legislation.

**6. Payment of Fees:**

- a. The Parents jointly and severally agree to pay the Fees applicable to each month directly to Stamford Nursery.
- b. Fees are payable in arrears and payment must be made within 14 days of the invoice date.
- c. Parents will receive an invoice during the first week of the following month. The amount due must be settled in full for the month to continue your child's attendance.
- d. All booked sessions are charged at a fixed daily rate where Government funding is not being received.
- e. Fees do not include consumables, such as nappies. Parents should discuss the arrangements made for consumables with the Nursery Manager. Should it be necessary for the Nursery to supply items that the parent is expected to provide, a charge will be levied to cover costs.
- f. Unpaid fees and charges will be referred to our debt collection agency; costs of collection plus interest at 2% above the prevailing Bank of England interest rate at the time will be added to any unpaid fees or charges that are passed for debt collection.

**7. Gradual Admission:**

- a. Stamford Nursery operate a gradual admission policy, using settling session(s) which can be tailored to meet individual child and parent needs.
- b. Parents can accompany the child during settling in sessions.

**8. Absence:**

- a. Parents remain liable for payment of fees and will not be entitled to any refund or credit to fees, in the event of any period of child absence, for any reason, including but not limited

- to illness, holidays, temporary exclusion from the nursery for any reason.
- b. Alternative sessions cannot be issued in the event of any period of child absence.
  - c. Parents should contact the Nursery as soon as possible to inform the Nursery of their child's absence.
  - d. Stamford Nursery have a duty to inform the Local Authority in the event of prolonged unexplained absence and Local Authority funding may be affected.

#### **9. Medical/Illness:**

- a. In order to prevent cross infection and to ensure the children are cared for appropriately, a child who is unwell must not be brought into the nursery.
- b. Stamford Nursery reserve the right, in line with its illness, injury and Infection Control Policy (and in its absolute discretion) to refuse admission to the premises until we are satisfied that there is no risk of cross infection, and that the child is well enough to be in nursery.
- c. If a child becomes unwell during the nursery day, the Parent must arrange for the child to be collected from the nursery as soon as possible on notification from the nursery.
- d. In the event that a Parent refuses to collect their child following notification by the nursery, clause 12 may apply.

If your child requires urgent medical attention while under the Nursery's care we will try to contact you and if practicable we will share information from your child's medical file with the doctor or other medical practitioner.

#### **10. Termination of Contract:**

- a. This contract can be terminated by either party, giving not less than 8 weeks' written notice. In the case of Parents, written notice must be delivered to the Nursery Manager.
- b. Full fees will be payable for the 8-week period of notice, regardless of child attendance or absence or the reason for termination of contract.
- c. Upon termination of the contact, with or without the required notice the Nursery will no longer be obligated to provide the contracted services.

#### **11. Happiness Guarantee:**

- a. If notice of termination of this contract is given within the first 4 weeks of the child's start date, the 8-week notice will be waived.

#### **12. Exceptions to admission and Continued Registration:**

- a. We reserve absolutely the right to refuse registration of a place in the Nursery or to withdraw a registered place on a permanent or temporary basis, for any of the following reasons:
  - i. Unpaid Childcare Fees. If a payment is missed for any reason, the Parent will be notified and given 5 working days to settle the account. If these 5 days pass without payment, we reserve the right to withdraw the place immediately and pass it on to the next family on the waiting list.
  - ii. Where care of a particular or specialist type is either required by the child or requested by the Parent and the nursery is unable to provide same or provision by the nursery is an unreasonable request or the Parent refuses consent to the provision of same by the nursery.
  - iii. The presence or actions of the Parent or child are detrimental / potentially detrimental to the health, safety or wellbeing of the child, any other child at the nursery or any employee of Stamford Nursery. Or the Parents are in breach of the Stamford Nursery policies, including the Health and Safety Policy and the Parent

and Visitor Behaviour Policy.

- iv. Unexplained absence of 3 weeks or more.
- b. So far as it is reasonably practicable to do so, We will communicate the application of clause 12 in writing to the parent. If the withdrawal becomes permanent, the written communication will constitute notice of termination of contract, following which clause 10 will apply in its entirety.
- c. The nursery reserves the right to refuse admission to Stamford Nursery premises following application of clause 12 and throughout the 4-week notice period, notwithstanding the application of clause 10.

### **13. CCTV:**

- a. With a view to protecting all parties, there is CCTV in place on the Stamford Nursery site. By confirming a place with Stamford Nursery, You are confirming you accept the full use of this security tool. Please request our Data Protection and Privacy Policy for further details.

### **14. Non-Solicitation of Team:**

- a. The Parent should not solicit or entice away or seek to entice away from the Nursery's employment, any person employed by Stamford Nursery while this contract is in place or within 6 months following termination of this contract.
- b. A parent in breach of clause 14a will be liable to pay Stamford Nursery the sum equal to 3 month's salary of said employee.
- c. Parents using Stamford Nursery staff for "babysitting services" outside their working hours, do so according to their own contracts and agreements with the staff members so engaged. Stamford Nursery do not sanction these arrangements and will not be held liable for any loss or damages incurred as a result of such arrangements.

### **15. Limitation of Liability:**

- a. Stamford Nursery will on no account be held liable for any loss suffered by the parent as a result directly, or indirectly of the nursery being temporarily closed without notice, or from the non-admittance of children to the nursery for any reason.
- b. Stamford Nursery will on no account be held responsible for a child who is in the care of the parent on nursery premises. For purposes of liability, Stamford Nursery accepts responsibility for the child from the moment the child is signed in, to the moment they are signed out.
- c. Stamford Nursery will on no account be held liable for any economic loss; loss of profits; loss of property or damage to property, suffered by the parent on Stamford Nursery premises or in connection with Stamford Nursery or the contracted services provided. Child and parent personal property is brought into nursery at the sole risk of the parent.
- d. Stamford Nursery will not be held liable for any adverse reactions or symptoms arising from medical conditions or medication.
- e. Stamford Nursery will not be held liable for any incidents or accidents, unless found in a court of law to be a result of negligence.
- f. All vehicles are left at the owner's risk.

### **16. Events beyond the control of the parties**

- a. **What we mean by an "event outside of our/your control".** We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of

a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 16 we shall refer to such events outside of our/your control as an "event".

- b. **What happens if we are affected by an event outside of our control.** If an event arises which prevents or delays the Nursery's performance of any of its obligations under this contract, the Nursery shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the Nursery has acted reasonably and prudently to prevent and/or minimise the effect of the event, the Nursery will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the Nursery shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- c. **Events lasting more than 6 months.** If the Nursery is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the Nursery shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the Nursery and without giving 8 weeks notice.
- d. **What happens if your child is affected by an event outside of your control.** Subject to Clause 4.15 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - i. in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - ii. in circumstances where, following the efforts made and steps taken under clause 8 above, your child is not able to participate and benefit from any level of provision of education by the Nursery then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

if the event continues to prevent your child wholly and completely from attending the Nursery or being able to participate and benefit from any level of provision of education by the Nursery for more than six (6) months you shall discuss with the Nursery a solution by which this contract may be performed and, following such discussions, you or the Nursery shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice

#### 17. **General Nursery Obligations:**

- a. To provide education and care services and facilities agreed with the parent and to work with the parent, giving due consideration to reasonable requests.
- b. To adhere to the Statutory Framework for the Early Years Foundation Stage (EYFS) as well as all associated legislation. This includes requirements for child learning and development, tracking and assessment as well as safeguarding and welfare.
- c. To employ suitable people, as defined in the EYFS, to care for the children. The Nursery is also

committed to ongoing staff development and training.

- d. To work in partnership with parents, providing regular updates as to their child's well-being, progress and happiness.

#### **18. General parent Obligations:**

- a. In order to fulfil our obligations under this contract and to maintain a constructive relationship with You, We need your co-operation, including in particular by fulfilling your own obligations under this contract.
- b. You must co-operate with the Nursery and Nursery staff in good faith, including by:
  - i. Maintaining a constructive relationship with Nursery staff acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
  - ii. Keeping the Nursery up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, as well as any changes to their immigration status).
  - iii. Ensuring that all details or other information notified or otherwise disclosed to the Nursery about You and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - iv. Providing co-operation and assistance to the Nursery so that your child can participate in, and benefit from, the Nursery's provision of education; and
  - v. Attending meetings and keeping in touch with the Nursery where your child's interests so require.
- c. The Parents must, as soon as possible, disclose to the Nursery in confidence:
  - i. any known medical condition, health problem or allergy affecting the Pupil;
  - ii. any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
  - iii. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
  - iv. any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
  - v. any concerns about the Pupil's safety;
  - vi. any significant change in the financial circumstances of the Parents.
- d. **Court Orders:** You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the Nursery if, at any time prior to or during your child's time at the Nursery, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the Nursery (including its premises) and/or the Nursery's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the Nursery with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- e. **Responsible Adult:** We require you to nominate a 'responsible adult' for us to contact in your absence. It is a condition of your child's joining and remaining at the Nursery that you

complete and submit to the Nursery a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the Nursery is not able to contact you (in order to make decisions relating to your child and who can look after your child in your absence.

- f. We are entitled to expect that parents have consulted with each other regarding decisions relating to their child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the Nursery is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, you (and each of you) accept that the Nursery is entitled to treat:
- any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - any communication from the Nursery to one of you as having been given to both of you.

#### **19. General:**

- a. We have a duty of care to give all children the same opportunities. In order to do this, we need to be made fully aware of any SEND and/or medical needs for your child. Failure to inform could result in us being unable to offer your child a place at Stamford Nursery or our having to require their withdrawal from the Nursery.
- b. Any expression of dissatisfaction about action taken, or a lack of action by the Nursery where the Parents seek action by Us must be notified to the Nursery as soon as practicable. Complaints are dealt with under the School's Complaints Policy and is available on request.
- c. We have an obligation to report any instances where we consider that a child may have been neglected or suffered abuse to the relevant authorities. We may do so without your consent and/or without informing you.
- d. We carry a wide range of toys and equipment at our nursery. Unless we specifically request otherwise, your child should not bring any of their own toys to nursery. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.
- e. From time to time, we may have photographs taken of the children who attend the nursery. These photographs may be used for promotional purposes. If you do not wish your child to be included in these photographs, you should inform the Nursery Manager.
- f. As the number of children with nut allergies is increasing, with the support of parents we aim, to keep the nursery NUT FREE. Parents are requested not to send any food into the Nursery. Parents are also requested not to use creams, sun creams, oils etc, on their child that may contain nut oil as this may have severe consequences to another child or member of staff.
- g. The Parents consent to such physical contact with the Pupil:
- i. as may accord with good practice; or
  - ii. as may be appropriate and proper for teaching and learning; or
  - iii. for providing comfort to the Pupil in distress; or
  - iv. to maintain safety and good order; or
  - v. in connection with the Pupil's health and welfare.

#### **20. Data Protection:**

- a. The nursery processes personal data, including sensitive data
- b. Stamford Nursery is registered with the ICO and complies with the General Data Protection Regulations (GDPR) and the Data Protection Act 2018.
- c. For full details on how the nursery meets its GDPR obligations, please request our Data Protection and Privacy Policy.

**21. Authorisation and Observation:**

- a. By completing the nursery application form, the Parent acknowledges receipt and acceptance of the terms and conditions herein and agrees to be bound by them.
- b. The Parents furthermore agree to the observation and documentation of their child's development.

**I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND I/WE AGREE TO BE BOUND BY THEM**

Parent / Guardian 1	Name:
	Signature:
	Date:
Parent / Guardian 2	Name:
	Signature:
	Date: