

## TERMS & CONDITIONS

### 1. THESE TERMS

1.1. **What these terms cover.** These are the legally binding terms and conditions on which we provide our services to you. They form part of the parental agreement that you sign.

1.2. **Why you should read them.** Please read these terms carefully before you **sign this agreement**. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. **Who we are.** We are Kateys House Limited trading as Katey's Nursery & Pre-school, a company registered in England and Wales. Our company registration number is 07369378 and our registered office is at 2 Acre Road, Kingston upon Thames, KT2 6EF. The shareholders and directors of Kateys House Limited are Katey Barrington and Bryan Barrington. In this document '**we**' is a reference to Kateys House Limited and '**nursery**' is a reference to our nurseries and pre-schools.

2.2. **Ofsted.** We are registered with OFSTED (EY2539404) as a Day care nursery and operate within their regulations, guidelines and rules. Their Inspectors regularly visit the nurseries to ensure the appropriate standards of care & education are being provided.

2.3. **How to contact us.** You can contact us by telephoning 020 8941 9793 by email to:

[hamptoncourt@kateyshouse.co.uk](mailto:hamptoncourt@kateyshouse.co.uk) or by post to Katey's Nursery & Preschool, 35 – 38 Creek Road, Hampton Court, KT8 9BE.

### 3. OUR CONTRACT WITH YOU

3.1. **Variations.** These terms and conditions are subject to change from time to time to reflect changes in the law or circumstances affecting the nursery. If we intend to make changes we will inform you before the changes take effect. If you do not agree to any material changes, you may contact us to end the contract with us and receive a refund for the nursery services you have paid for but not received.

3.2. We may change the nursery services we provide and our policies and procedure to reflect changes in relevant laws and regulatory requirements. Our current policies and procedures which are included in the terms of our agreement with you are displayed at the entrance of each nursery and are available from the Nursery office on request.

3.3. **Withdrawal:** Due to the long-term commitment we make when reserving a child's place, we must ask you to make a similar commitment to us. We therefore require a minimum of 2 months **written** notice for all funded and unfunded places, to reduce or cancel your child's normal booking. **It is your responsibility to ensure that the written notice has been received by the Nursery office. No exceptions will be made.**

3.4. Please be advised that parents of funded children may not be able to access Education Endowment Foundation support elsewhere mid-term.

3.5. Increasing the attendance reserved for your child at the nursery is subject to availability.

3.6. Early Years Nursery Education funded places are available, subject to agreement and availability.

### 4. REGISTRATION AND ACCEPTANCE

4.1. To register please complete the registration form. A non-refundable registration fee of £50 (per child) is required upon completion of registration to join our waiting list.

4.2. **Acceptance Deadline:** When you are offered a place, you will be given two days to accept the place. If you do not do so, we will offer it to the next person on our waiting list.

4.3. Once a starting date has been finalised a request to extend it can be submitted in writing. The maximum extension is 2 weeks. Please note that spaces will not be held unless the Deposit Fee (see clause 4.5 below) is paid in full.

4.4. Registration is not complete, and care will not commence until all required paperwork is completed. Prior to the starting date of care the following must be received by us for each child: -

- Completed Registration form, \* Record form \* All necessary consents & permissions \* Signed parental agreement \* Copy of child's birth certificate (please note that we will need to see the original) \* Parents NI number (required for 30hr funded places and EYPP) \* 30hr eligibility code (if applicable) \* Non-Refundable registration fee (N/A for siblings) \* A bank transfer of £400.00 (payable to Katey's House Ltd) for the **Deposit Fee**.

4.5. **The Deposit Fee:** except in the case of a fully funded 2YO place. The deposit fee of £400 will be charged once a place has been confirmed, to be held without payment of interest. This is refunded once the child has been withdrawn with all necessary notices given and all fees paid. We reserve the right to apply the deposit fee in payment or part payment of any fee that are overdue for payment. 4.6 Our bank account details for deposits and the payment of fees are as follows:

**Trading name: Katey's House LTD.**

**Account number:** 41483360 **Sort Code:** 30-94-77 Please use your child's name or invoice number as a reference

4.7. **\*\*NB\*\*** A Deposit Fee will only be requested for a fully funded 2YO place if the child is to attend for more than just the free entitlement (up to 15 hours per week). A registration fee is not applicable.

### 5. SESSIONS AND CONDITIONS OF ATTENDANCE

5.1 All sessions are set sessions.

5.2 We have a limited number of fully funded places available.

5.3 All sessions must be for a minimum of two days per week, and they must include a Monday or Friday

## **6. MONTHLY FEES**

6.1. Fees are monthly fees and are charged at the prevailing fee schedule rates detail of which are included in our introductory brochure. Monthly fees include all sick days and holidays taken as these are treated as paid days. Fees are based on booked days not attendance by the child.

6.2. PLEASE NOTE THAT REFUNDS AND CREDITS WILL NOT BE GIVEN FOR DAYS WHEN YOUR CHILD DOES NOT ATTEND NURSERY DUE TO SICKNESS OR HOLIDAY.

6.3. We do not allow swapping of days unless it is permanent and there is availability. We will try to accommodate swapping of days in cases of emergency or under special circumstances.

## **7. FEE INCREASES**

Fee increases are calculated at the beginning of each year and are based on our previous year's running costs.

## **8. GOVERNMENT FUNDING**

8.1. 2YO fully funded education is available. No charges are applied to fully funded 2YO's, unless a parent chooses to purchase additional sessions. Additional sessions must be agreed in advance and are charged at our prevailing fee schedule rates.

8.2. The 15HRS funding is available over a minimum of 2 full day's attendance, and the 30HRS funding is available over a minimum of 3 full day's attendance. Both are subject to our *Monthly Additional Service package* charge, details of which are provided. Our Additional Service Charge does not apply to fully funded 2YO's. Please do contact our friendly finance team with any queries.

8.3. The 15 & 30hr funding is 'stretched' evenly throughout the year (52 weeks) rather than over the 38 weeks in which it is paid to the Nursery. Parents are billed monthly and the fees for each month of the year are the same.

8.4. Any private funding provided by your company will not be deducted from the invoice; it is up to you to account for this. Any fees not covered by a government or local authority subsidy are the parents' responsibility and are payable on the first of each month in advance. All subsidised payments must also be paid by the first of each month in advance.

## **9. PAYMENT POLICY**

9.1. All monthly fees (full-time and part-time attendance) are to be paid on the first of each month in advance. Additional sessions will be invoiced at the end of each month and will be due for payment immediately. Please see our guide on our website to the help that is available to childcare costs if you are working, studying or starting to work or study.

9.2. Unpaid fees are subject to a £10.00 surcharge for each day over the due date. Unpaid fees may result in immediate suspension or termination of care unless reasonable arrangements are made and accepted by both parties.

9.3. Extra hours are billed at the session rate or hourly rate. Full-time and part-time fees are based on booked days, not attendance, therefore parents are responsible for fees whether the child attends or not. (This includes sick days and holidays booked). Please be reminded that childcare vouchers take 3 to 5 days to clear and therefore need to be set-up for no later than the 26<sup>th</sup> of the month.

9.4. Payment of fees is by bank transfer / standing orders only. Bank details for payment of monthly fees are set out in clause 4.6 above. Please use your child's name or invoice number as a reference.

## **10. HOURS OF OPERATION**

10.1. Hours: Monday – Friday, 8am – 6 pm. We're open 51 weeks per year; the nursery closes for one week between Christmas and New Year. We're closed on bank holidays. All holiday closings will be charged at the standard rate.

10.2. All parents or carers must be onsite and ready to greet their child/ren when their child's nursery session ends at 6pm.

## **11. ILLNESS POLICY**

11.1. Please advise the nursery prior to 8:30am if a child will not be attending due to illness. A child who is ill (e.g., fever, infection, diarrhoea, communicable disease, or any other type of illness that may be passed on to others, with the exception of the common cold) must be kept at home to protect the well-being of the staff and other children in our care.

11.2. Should a child become ill while in our care we will notify you and you agree to make immediate arrangements to collect the child from the nursery.

11.3. Children will not be allowed to return to nursery until they have been symptom free for at least 24 hours for a fever and 48 hours for sickness or diarrhoea. We reserve the right to require a note from a doctor to confirm this.

11.4. You agree that our staff have your permission to seek any necessary emergency medical advice or treatment during their time at our nursery. Please refer to our sickness policy for more information about this topic. Our current sickness policy is displayed at the entrance of each nursery and is available from the Nursery office on request.

## **12. LATE ARRIVAL/PICKUP POLICY**

12.1. Please advise the nursery immediately if you will be arriving later than the pre-arranged time to pick up your child. It is your responsibility to ensure that children are picked up no later than 6pm.

12.2. If you are not able to pick up your child by 6pm alternate arrangements must be made. Please notify the nursery if an unauthorised person will be picking up your child. Verbal or written permission must be received before

we will release a child to anyone who is not authorised on the registration form. They must bring photographic I.D. plus a photograph to be kept on file and a password will be used.

12.3. There will be a charge of £1 per minute for each child collected after their contractual pick-up time of 6pm, to contribute towards the substantial cost for the additional supervision of children concerned which involves at least two members of staff being required to work additional time for which they have to be paid.

### **13. HEALTH & SAFETY**

The name of the designated Health & Safety Officer is on the main noticeboard of the nursery. Any health & safety queries please arrange to meet with the Nursery Manager. We would ask all parents to make sure doors are closed when entering or leaving the building and that they are mindful of little fingers.

### **14. HOW LONG DO I HAVE TO CHANGE MY MIND?**

You have 14 calendar days to cancel your contract after the date when we have received your Deposit Fee and signed parental agreement and confirmed your child's place. However, after your child's starting date, whilst you will still have a right to cancel during the 14-day period, you must pay us for the services provided up until the time you tell us in writing that you have changed your mind. After the 14-day period our standard cancellation policy will apply (please see 3.3 "Withdrawal" above).

**15. CANCELLING A CONFIRMED PLACE (MORE THAN 2 MONTHS PRIOR TO STARTING)** Should you wish to cancel your child's place prior to starting, we ask that you inform us as soon as possible in writing. We will refund you 50% of your £400 Deposit Fee if you cancel your child's place more than 2 calendar months ahead of your child starting nursery with us. Your £50 registration fee will not be refunded.

**16. CANCELLING A CONFIRMED PLACE (LESS THAN 2 MONTHS PRIOR TO STARTING)**. Within this period, you are subject to our standard 2-month notice period. Should you wish to cancel your child's place less than 2 calendar months prior to starting, we ask that you inform us as soon as possible in writing. We will not be able to refund either your £400 Deposit Fee or your £50 registration fee, and you will be liable for any fees over and above the value of the £400 Deposit Fee that are payable during the 2-month notice period.

### **17. CHANGES TO YOUR PLAN**

17.1. All changes to your child's agreed planned attendance ('plan') are subject to availability:

17.2. **PERMANENT CHANGES:** Should you wish to reduce your child's plan permanently we require 2-months written notice. This is applicable both prior to starting and during your time with us. This is to help us manage our staffing and resourcing. Should you wish to increase your plan, additional days are based on availability and are not guaranteed.

17.3. Decreases in your child's plan are subject to availability and we cannot guarantee that we will be able to offer your requested days, as we have to balance staffing evenly across the week. We require 2-months' notice in writing for any subsequent changes or cancellation of your plan.

### **18. PLAN SWAPS**

We do not allow plan swaps between families or between siblings.

### **19. LEAVING FOR SCHOOL**

For children in their final year with us before leaving for a reception class, we assume that your child's last day will be at the end of August (31st August or the last schedule session prior to that date) unless you inform us otherwise.

### **20. TERMINATION**

We reserve the right to suspend or terminate care of any child without notice, should it be necessary for the overall safety and well-being of staff and/or other children in our care. In these circumstances we will refund your Deposit Fee and any sessions you have paid for but your child has not received.

### **21. EXCLUSION**

If in the reasonable opinion of the nursery manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or wellbeing of the child or other children in the setting or the setting practitioners or other staff so employed then we may serve notice to the parent/guardians for the child to be immediately removed from the nursery and we reserve the right to immediately terminate this agreement.

### **22. BEHAVIOUR MANAGEMENT**

If a child's behaviour is seen to endanger others and all routes according to our Behaviour Policy have been adhered to, we will take advice from the local authority and arrange a meeting with the parents to discuss the options available. Our current Behaviour Policy is displayed at the entrance of each nursery and is available from the Nursery office on request. If a parent does not support us in gaining help and advice from outside agencies, then we reserve the right to terminate this agreement with immediate effect and will no longer provide care for that child. In these circumstances we will refund your Deposit Fee (provided that there are no unpaid fees due) and any sessions you have paid for but your child has not received.

### **23. SIBLING AVAILABILITY AND DISCOUNT**

Whilst we try to prioritise sibling places, we cannot guarantee these. If you are expecting another child, please let us know as early as possible to avoid disappointment. Plans may differ: If we are able to offer a sibling place, we

cannot guarantee matching days to the elder sibling's plan. We will, however, try our best to accommodate requests where there is availability.

Discount: There is a discount 10% if you have two or more siblings in nursery at the same time. The discount is applied to the oldest child.

#### **24. PUSHCHAIRS, BICYCLES & SCOOTERS, PERSONAL EFFECTS**

We do not accept any liability for loss or damage caused to any pushchair, scooter, bicycle, or personal effects whilst left on the grounds of the nursery, or while in our care. All items are left at the risk of the owner including items of clothing (including your child's clothing).

#### **25. NON-SOLICITATION OF STAFF**

We invest considerable time and resources in the training of our staff. The provisions in this clause are to protect us from 'poaching' of our staff: -

25.1. You agree that during the term of this agreement and for the period of six months after its termination (for whatever reason) you will not seek to employ, entice away or attempt to entice away from our employment any person or persons employed by us at the date of termination of this agreement or any person or persons who were employed by us in the six months preceding the date of termination of this agreement.

25.2. If you breach clause 24.1 then you shall indemnify us fully for all and any costs, claims, damages and expenses incurred by us as a result of the breach to include the cost of replacing the relevant member of staff, to include, but not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by us in replacing the member of staff together with all legal fees and disbursements.

#### **26. NURSERY CLOSURE**

26.1. In exceptional circumstances, we may have to close a nursery because of events outside our control (for example transport strikes, severe adverse weather, personal health, acts of terrorism, pandemics etc.). If this does happen then we will contact you as soon as possible to let you know.

26.2. As we will continue to incur the costs of maintaining our nurseries, we will not be liable for delays caused by the event and will not issue refunds for such forced closure. Full fees remain payable during such closures.

26.3. You will have the rights to end your contract with us, in line with our standard notice period requirements under clause 3.3 "Withdrawal" above.

#### **27. COVID 19 OR OTHER PANDEMICS**

27.1. If your child has confirmed Covid 19 or symptoms. If your child is required to self-isolate because they have symptoms or a confirmed case of Covid 19 you must not bring your child to the nursery. As we will continue to incur the cost of maintaining the nursery and we will not be able to fill your child's place, during your child's absence our normal sickness terms (see clause 5.2 above) apply and all fees due will remain payable.

##### **27.2. Discount during closure**

Should the whole nursery have to close due to an outbreak of Covid 19 or due to Government Covid 19 restrictions we will for the period of the closure reduce our fees by 80%.

#### **28. PHYSICAL CONTACT**

28.1. Subject to any government guidelines or regulations (such as Covid 19 restrictions) you consent to such physical contact with your child as may accord with good practice; or as may be appropriate and proper for care, teaching and instruction; or for providing comfort to the child in distress; or to maintain safety and good order; or in connection with the child's health and welfare.

28.2. You also consent to your child participating in contact and non-contact games, sports and other activities as part of the normal nursery programme. You acknowledge that while we will provide appropriate supervision the risk of injury cannot be eliminated.

#### **29. DISCLOSURES**

You must, as soon as possible, disclose to us in confidence any known medical condition, health problem or allergy affecting your child; any history of a learning difficulty on the part of the child or any member of his / her immediate family; any disability, special educational need, or any emotional, behavioural and / or social difficulty on the part of the child; any family circumstances or court order which might affect the child's welfare or happiness; any concerns about the child's safety; or if it is intended that the child is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

#### **30. SPECIAL PRECAUTIONS**

We need to be aware of any matters that are relevant to your child's safety and security. We must therefore be notified in writing immediately of any court orders or situations of risk in relation to the child for whom any special safety precautions may be needed. The parents may be excluded from nursery premises if we, acting in a proper manner, consider such exclusion to be in the best interests of the child or any other child or staff member.

#### **31. OUR LIABILITY**

Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, we do not accept responsibility for accidental injury or other loss caused to you or your child or for loss or damage to property.

#### **32. DATA PROTECTION**

By agreeing to be bound by these terms and you consent as far as is required under data protection law to the processing by us of personal information including financial information relating to you and sensitive personal information relating to you and/or the child as is deemed necessary for the legitimate purposes of nursery. Please see our data protection policy displayed at the entrance to each nursery.

### **33. INSURANCE**

You are responsible for insurance of your child's personal property whilst at nursery or on the way to and from nursery.

### **34. GENERAL**

34.1. The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause or sub-clause shall be removed but the agreement shall remain in full force and effect.

34.2. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

34.3. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

34.4. This contract is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.