



Church Street, Ticehurst, East Sussex, TN5 7DL, Tel 01580 201263

Terms and Conditions

Whilst we try to keep our terms and conditions as brief as possible, nonetheless, because we are educating and caring for very young children, we are naturally obligated to many rules, regulations and legislation. We take our responsibilities very seriously and, in that regard, we have to be very clear to our parents and carers about the framework within which we operate. Please take time to read the following pages as it will help us provide and maintain the highest standards of care.

The terms and conditions detailed in this document represent the key elements of our booking agreement. However, as you can appreciate there is a significant amount of day to day detail which cannot be reasonably contained in one document. Consequently, you are also provided with supplementary information as well as the day to day exchange and communication of documentation (hard copy and email), policies, procedures and reports.

Your acceptance of our terms is initiated at the booking and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time here at Parsonage Farm Day Nursery is dependent on the partnership between the Nursery and our parents and carers. Please don't hesitate to let us know if you wish to discuss the terms further.

We are an Ofsted Registered day nursery and therefore we must comply with all of Ofsted statutory requirements and procedures. We are Ofsted inspected. Our Ofsted inspection can be found to view online. As we are Ofsted registered we accept the Early Years Education Entitlement 15 hours funding (EYEE) which is available for all children, the term after they turn three years old. We have limited availability for the 30 hours EYEE funding. For more information regarding availability and how to claim your funding please speak to Management.

Please note that at Parsonage Farm Day Nursery all children need to attend a minimum of two sessions or two days per week for continuity, routine and structure. We feel this minimum time with us allows the children in our care to form bonds with their Key Person, practitioners and their peers. It also allows time for the children to become familiar with their surroundings and experience different forms of child led and adult led activities.

Booking and Registration

Upon returning a completed nursery application form to us we will get in touch with our availability and a proposed start date/start month. We will also request for the deposit and admin fee to be paid to secure your space should you wish to go ahead with attending Parsonage Farm Day Nursery.

The deposit will be returned when your child leaves the Nursery and your final invoice has been paid in full. In certain circumstances we are able to negotiate a lower deposit.

- The deposit amount = £200.00
- The admin fee = £50.00

The admin fee of £50.00 per child covers all admin and provides your child with a nursery suitcase and food bag or drawstring bag and or book bag. This is a non-refundable amount and is to be paid at the time of putting down your deposit.

Upon receiving your deposit and admin fee we will confirm in writing to you that your nursery space is saved with us. Without these payments we cannot secure you a nursery space. At this point we can either discuss and or book settling in sessions and an exact start date.

Unfortunately, should you cancel your place, the deposit will become non-refundable due to the fact that we may have had to turn someone else away to secure the place.

Changes to your booking before the start date - Changes that do not reduce the number of sessions booked, to swap days for example, or changes to increase the number of sessions booked, can be made as available. Decreasing the number of sessions booked will be reasonably considered and taking into account circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your booking and withhold all or part of the deposit.

We do allow one postponement of the agreed start date but would require 4 weeks notice of this. Changes to your booking after the start date - Swapping or increasing sessions can be considered as detailed in the previous point. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list or you may wish to terminate the booking giving us 4 weeks notice if you attend all year round or 6 weeks notice if you attend term-time only.

Fees and Financial

You will be invoiced for your fees in advance during the 1st week of each month. Fees are to be paid in full within 5 working days of receiving your invoice. Fees received late will incur a 10% charge. If we then do not receive payment within an additional 5 working days we are in our right to refuse entry to the setting and your child may lose their space with us.

Any adjustments to your nursery days/sessions for example adding a day, will be added to your monthly invoices in accordance to this change. Extra sessions/days that have been booked in advance will be added onto your next monthly invoice or can be paid in cash on the day. Please try to give as much notice as possible if you require extra sessions so that we can organise staff and food for your child. If once you have booked an extra session you do not take it, it is not refundable or transferable as staffing provisions would have been made to accommodate your child/children.

For parents who wish to set up a direct debit for their fees, please speak to a member of management who will be able to give you the account details and help you with this.

Responsibility for paying fees resides with the parents or legal guardians of the child. Parsonage Farm accepts the following methods of payment; direct debit, BACS, cash, cheque, Tax free childcare and childcare vouchers. Any returned payments from the bank will incur a charge that will be added to your next invoice.

Fees are usually reviewed annually. Any changes to the fee rates will be notified to you at least 8 weeks in advance.

There is no VAT to be paid on any of our charges.

We are unable to refund fees for usual set days or sessions including early birds that are not taken due to illness, absence or where the nursery is forced to close due to circumstances beyond our control. Extra ad hoc hours, early birds, sessions and days added to your usual nursery care that are not taken are also non-refundable.

There is a minimum booking commitment of two days or two sessions per week. Bookings must be for the same days/sessions each week. It is not in our terms to swap days, however where possible we can try to accommodate this if it fits in with our ratios and staffing. Additional days can be booked as a chargeable extra and subject to availability.

Our fees apply to normal opening hours of 8.00 a.m. to 6.00 p.m. for a full day and 9.00 a.m. to 3.00 p.m. for our day session. Fees are calculated monthly and you are not charged for days that we are closed e.g. bank holidays and between Christmas and New Year. We do not provide discounts or refunds for absence due to holidays, sickness, appointments etc.

Due to the staffing and resource requirements as laid down by Ofsted, children who are collected after the agreed time will incur a late collection charge this includes a late collection during the nursery day e.g. being collected at 3.03pm when your child's collection time is 3pm. Late charges are added to your invoice. Please also note that children must not arrive at the nursery before 08.00 unless they are booked in for an early bird session (07.30-08.00). We appreciate you taking into account the nursery workers working hours are 07.30-18.00 (17.00 on a Friday) and children should be collected by their finish time. If you think you may be late please advise us a.s.a.p. so that we can arrange staffing.

Discounts are available for siblings in the Nursery. The discount is provided to the younger child and remains in place until the older child leaves. The rate of this discount will be 10%. Discounts are also available for children who attend 5 days a week, all year around at a rate of 10% from the monthly invoice. We also offer 10% discount to twins and multiple births. Please note that extra one-off/ad hoc bookings will not include any discounts as these are not your child's 'usual' hours.

Parents / carers claiming the Early Years Educational Entitlement (EYEE) from the Nursery should ensure that they are not claiming more than the statutory allowance. Please consult with the Nursery Manager if in any doubt.

Any changes in hours will be actioned at the beginning of a calendar month (within the first week) and with a minimum of 4 weeks written notice. This applies for reducing and increasing hours as staffing is met accordingly.

With regard to giving final notice the following rules apply:

- Children who attend term -time only = One full terms notice is to be given in writing. (Please note notice must be given by the last day of a term).
- Children who attend all year round = Four Weeks' notice in writing.

If notice is not given then fees will be charged in lieu of notice.

Termination and Suspension of Childcare Services

Specific reason for ending the agreement doesn't need to be given, although naturally we would wish to understand the reason for the termination.

We reserve the right to end the nursery agreement with immediate effect if (1) you have not paid the agreed fees (2) you have breached your obligations under this agreement and you have or cannot put right that breach within a reasonable period of being requested to do so (3) your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children in the Nursery (4) Unreasonable behaviour of a parent towards our staff and other clients of PFDN. (5) Financial, business or commercial reasons compel us to radically change the nature of the Nursery's operations, including but not limited to permanent closure of the Nursery, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy. Naturally, we will provide as much notice as possible given any of these events.

We may suspend the provision of childcare for any of the above reasons and in addition (1) if your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Nursery. The suspension will continue whilst we try to resolve the problem in conjunction with the parent / carer. (2) where forces beyond our control compel us to either close the Nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the Nursery, industrial action affecting travel to and from the Nursery, an Ofsted investigation or any other reasonable incident not in our control. In the event that the Nursery is compelled to close in

reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents / carers due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimise the disruption to service and cost to parents or carers. None of the above compromises your statutory rights if the Nursery has been negligent.

In adverse weather conditions we will endeavour to remain open and if we have to alter our opening/closing times we will advise those that it affects. We are not able to clear the car park and drive so please be aware that you use it at your own risk but feel free to park in the business centre car park as it is sometimes clearer. If in extreme situations we are not able to open or have to close early we regret we are not able to make any refunds.

Staffing

Staff are checked on commencement with the Nursery through the Disclosure and Barring Service to ensure there are no safeguarding issues of which we need to be aware. Suitable person checks also include but are not limited to identity verification, qualification checks, personal and employment references, medical checks and where applicable visas or permits to work in the UK.

The Nursery observes the Ofsted regulations relating to staff and children ratios, currently 0-2 years 1:3, 2-3 years 1:4 and 3-5 years 1:8. In practice our ratios exceed the minimum where possible.

Where a member of staff, within 3 months of leaving the employment of the Nursery, is employed by a parent/carer to care for their child, who was previously registered at the Nursery, then the parent / carer will be liable to pay a sum equivalent to two month's salary for the employee at the time their employment with the Nursery terminated.

If a member of staff is asked to take a child home out of Nursery hours it is the responsibility of the parent to ensure that the driver has appropriate insurance, that the car is roadworthy and that car seats are available. The Nursery requires written confirmation from the parent/carer of the child being taken home by a member of staff.

Parents/carers may ask staff to baby-sit outside Nursery hours. This is a contract between parent/carer and the member of staff, and the Nursery takes no responsibility.

Due to safeguarding staff cannot be friends on social media with parents/carers/relatives/nanny's or child minders of current children at Parsonage Farm Day Nursery.

Health, Safety and Absence

It is understood that the Nursery is under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or carer, in accordance with our Safeguarding Children Policy.

The Nursery is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender and social background and to enable equal access to the curriculum in an environment where every child is valued and respected. Parents and carers must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.

In fairness to all our staff and to the clients and children that use our facilities we expect reasonable standards of behaviour at all times. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Nursery. Naturally every effort will be made to avoid this action and may include special needs

assessment or one to one care if funding allows. We ask all parents / carers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.

All Nursery lunchtime meals are prepared and delivered from Zebedee's. They ensure that these meals provide a well-balanced diet. Vegetarians and special dietary requirements are catered for. A copy of the weekly menu is displayed in the lobby and can be viewed online on the Zebedee's website or Facebook page. Breakfast, Morning snack, afternoon snack and tea are prepared on site and again follow a well-balanced diet to compliment the lunches. Cow's milk is delivered from Cool Milk and is paid for by the National Milk Union for all children in our care aged over 12 months. Children aged under 2 years receive full fat milk and children aged over 2 years receive semi skinned milk for their snack times. Children aged under 12 months are required to bring their own formula milk and meals for their time with us, including snacks from home. Please ensure you label any Tupperware used for transportation of food. You are provided with a cool bag to assist in transporting food to us each day. Baby formula is to be brought to nursery in its original packaging and unopened, so that exact manufacture guidelines can be followed and it can be left on site if wished. Please ensure you keep us notified about your child's dietary needs.

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 Nursery to contact the parents but failing this, we are hereby authorised to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source. We will administer prescribed medicines if parents complete a 'Medicine form'; however, the medicine must have been given at home for at least 48 hours before attending nursery and parents must take all medicines home at the end of each day unless otherwise agreed.

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 Nursery. 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 have 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 whilst at Nursery; however, we will publish infection notices in the Nursery to keep you informed. Parents are requested to inform the Nursery if their child is suffering from any illness or sickness before attending Nursery.

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 from their GP or consultant, 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 key information.

Parsonage Farm Day Nursery cannot undertake the care of sick children and parents will be notified as soon as a child becomes unwell. Collection of the child should be as soon as is reasonably possible by the child's parent or contact person. If a child has suffered from sickness and or diarrhoea, they must be excluded from nursery for 48 hours from their last bout of sickness/diarrhoea. It is extremely important to be aware how quickly sickness and diarrhoea bugs can be passed onto other children and staff. We urge you to be considerate before returning your child. If your child is poorly and you won't be bringing them to nursery please can you let us know via our landline: 01580 201263 so that where necessary we can take action to safeguard the other children and nursery team. For example, if your child has Chicken Pox we will inform all parents and staff to be aware their child may have come into contact with the Chicken Pox virus which can be dangerous for early stages of pregnancy.

If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable other authorised contacts will be called. Please see our policy 'Sick Children' for more information and guidance.

Please note that we kindly ask if you can call us if your child will be dropped off late for their day/session.

We suggest that all personal toys, books or other equipment are left at home. Comforters can be brought into the nursery.

The Nursery provides a car park when dropping and collecting your child. Please ensure your child is supervised at all times in the car park. Do not park blocking the entrance and be aware of your speed. The Nursery is not liable for any accidents or injury whilst customers are using the car park.

Children should come in normal day clothes. Please avoid 'designer' clothes as accidents can happen. At least two changes of clothes should be provided, in your labelled nursery bag (more changes and extra shoes if potty training please). Please label your child's clothes to help avoid items going missing or being misplaced. The Nursery does not accept responsibility for accidental injury or loss of property, although we take very good care of children's property whilst in the Nursery. Please also ensure children attend in appropriate footwear and always have appropriate clothing for the outdoors. We provide sun hats and use supermarket brand sun creams, should you prefer an alternative brand please provide.

Nappies, wipes and changing creams are to be supplied by parents. We recommend you bring a supply in and we will let you know when your child is running low. If you do not bring in extra supplies after being told your child has limited amounts left and we have to use our back up supply you will be charged a pack of nappies charged at £6.00 or a pack of wipes charged at £2.50 (the amount is added to your next invoice). We do not hold an extra supply of changing creams on site.

The Nursery does maintain those insurances required by law. Details are displayed in our lobby area.

The Nursery acknowledges its duty of care to uphold the Statutory Guidance issued under section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalisation.

Security and Publicity

As part of the nursery's fulfilment of the Early Years Foundation Stage we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or carer. Our guidelines are as follows (1) Photographs in the Nursery are only taken with Nursery cameras or authorised devices such as Tablet computers. (2) Staff mobile phones with or without cameras are not allowed in the playrooms or the gardens, they are kept in a lock box in the office. Staff only have access to these on their lunch breaks when no children are present in the room they are having their break. (3) Photographs taken of the children are stored for the minimum amount of time until they are uploaded onto Tapestry and then deleted. (4) Photographs are vetted for suitability before being printed or published. (5) All children are dressed appropriately before pictures are taken. (6) No photographs are taken in sensitive areas such as toilets or nappy changing rooms. (7) Parents are requested not to use their mobile phones within the Nursery premises. If you do **not** wish your child to be photographed or recorded you can make this request on your child's registration form.

The Nursery has a keypad code entry system for the inner front door. Only our staff members are aware of this code and under no circumstances will parents/carers be given this code. Please note that this code is changed regularly for extra security.

If your child is going to be collected by someone other than yourself, the Manager will require prior notification via email with the full name of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery if we have not met them before, along with an

agreed password. It is the responsibility of parents to keep us informed of any changes in contact numbers.

Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent or carer has previously arranged this via email. The Nursery will require a list of responsible adults 'Emergency Contacts' who are authorised to collect the child can be recorded on your child's nursery registration form.

We observe The Data Protection Act 1998 which is a statutory act of the government of the United Kingdom of Great Britain and Northern Ireland. The Act defines what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular The Act states that personal data relating to individuals must be stored securely and only used for legitimate purpose.

In order to safeguard the children in our care staff we observe and follow the Children's Act 2006

Extra Information

At Parsonage Farm Day Nursery we comply with a laid down complaints procedure, a copy of this is displayed in the policies and procedures file and on our website. If you have any complaints in compliance with Ofsted requirements about the service that we are offering, can you please in the first instance contact your child's Room Lead, then the Nursery Manager, then Proprietor, and in the final instance, Ofsted.

Policies and Procedures

Parsonage Farm Day Nursery's current policies and procedures are on Tapestry, display in the lobby and can be viewed on our website: www.parsonagenursery.com

We require all parents/carers to read our Policies and Procedures before signing up with us. If you do have any further questions or queries over any of these please do not hesitate to contact the Nursery Manager.

Acceptance of this agreement and our Policies and Procedures is implicit when you sign our Application Form and applies to all parties noted on the Application and Registration Form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents / carers experience difficulty in fulfilling any of the conditions of this agreement, that they contact the Nursery Manager as soon as possible. We will do our very best to resolve the issue. Thank you.

Parsonage Farm Day Nursery reserves the right to change the above terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending the Nursery. We will aim to give you at least one month's written notice of such change.

Last updated 29/06/2023