

Humpty Dumpty Childcare Ltd

General Terms and Conditions – November 2018



These Terms & Conditions govern the basis upon which we (Humpty Dumpty Childcare Ltd) agree to provide childcare services to you (The Customer). In these Terms and Conditions, the following terms have the following meanings:

'The Agreement' – means the contract between Humpty Dumpty Childcare Ltd and You ('The Customer')

'Us' 'We' 'Our' – means Humpty Dumpty Childcare Ltd

'You', 'Your' 'The Customer' – means the party who enters into this agreement with Humpty Dumpty Childcare Ltd

'Fee(s)', 'Rate(s)' 'Charge(s)' – mean the amounts which are due to be paid by the customer, within the timeframe set out below, for the services provided by Humpty Dumpty Childcare Ltd

1. Registration and Fees

- 1 **Upon registration** all families will be required to pay an initial registration fee. This registration fee is to cover some of the administrative costs of joining us.
- 2 **Current Nursery Fees** including registration fees, childcare daily and hourly rates, are detailed on our list of schedules and prices.
- 3 **To secure your child's place you will be required to pay your first month's fees in advance of joining.** A place will only be reserved once our admin team are in receipt of these fees.
- 4 Fees are based on actual sessions booked. **If you need to change these sessions, please ensure that you provide us with 6 weeks' notice in writing or by e-mail.** This is to ensure we maintain legally enforced staffing ratios.
- 5 **Short Notice Bookings and 'Extra Charges'**. Extra and ad hoc sessions may sometimes be booked at short notice depending on availability. These additional charges will be added to your following months' invoice or will be charged directly on the day.
- 6 Please refer to our separate booking form for a list of our **current schedules and prices**.
- 7 In the event that your child is dropped off earlier or picked up later than your booked session (morning or afternoon pickup), a payment charge of £10 for each ¼ hour before or after your arranged arrival or departure time will be applied.

2. Payment

- 1 Payment is by Direct Debit and we no longer accept payment by cheques. Some charges such as late pick up fees are payable on the day of the charge via credit card. We also accept childcare vouchers, but please be aware that there is often a delay in these reaching us.
- 2 **Note:** Payment of fees is the responsibility of the signatory on the registration form. Any additional collection charges which may be incurred in the recovery of outstanding monies will also be the responsibility of the signatory on the registration form.
- 3 **Bank Holidays:** Our nurseries close on the eight annual bank holidays and no charge will be made for these days.
- 4 We may **review our fees** at any time but shall inform you of the revised amount at least 1 month before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 1 month's notice, by completing our *notification of leave date* form, which can be obtained from the nursery manager.
- 5 Fees must be **paid on a monthly basis, in advance**. You will receive an invoice via e-mail with your upcoming monthly fees and payment is then collected via direct debit.
- 6 **If for any reason your direct debit payment fails** by the due date, your child's place at the nursery will be suspended. There will be an automatic charge of £25 and we will enforce a compound interest charge of 4% above the bank base rate, or 10%, whichever is the highest, on the fee outstanding for every day the invoice remains unpaid. Any outstanding fees not settled immediately will be passed on to our solicitors for formal debt collection. You will then be liable for any additional fees and costs associated with the collection of monies owed.
- 7 Should your fees be in arrears for **1 week or more**, we reserve the right to cancel your child's nursery place. This 1-week period will then act as your notice period and arrangements will be made to collect unpaid fees.
- 8 If you have requested additional sessions or have been unable to collect your child by the official collection time, or if you have dropped your child off earlier than the official drop off time, and we have as a result provided you with additional childcare facilities, we will charge you for additional childcare monthly in arrears.
- 9 If a session is unattended for whatever the reason, these will still be charged for at the full rate.
- 10 No refund will be given for periods where your child's nursery place is unfilled due to illness.

3. Employment of Staff

1. If, during this Agreement and for a period of 12 months after the termination of this Agreement, you (directly or indirectly):
 - i. employ or otherwise engage the services of any member of our staff who has had contact with your child

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under this Agreement in the last 12 months; and/or

ii. allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last 12 months; then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary, or £5,000, whichever is the higher at the time they left our employment and/or services. This figure represents a reimbursement for the investment and the costs involved in recruiting, vetting, training and employing a suitable replacement member of staff.

4. Funded Childcare Places

1. There are a variety of government-funded schemes available to support the payment of nursery fees. If your child is in receipt of any of these schemes, you will need to complete the necessary documentation before a place is offered.
2. Humpty Dumpty Childcare Ltd reserves the right to charge the current hourly rate for any additional time used, in excess of funded hours.

5. Parent & Carer Responsibilities

2. It is the primary responsibility of parents and carers to:
 - I. Supply us with up-to-date emergency contact details.
 - II. Keep us notified of any changes of workplace, home address or contacts.
 - III. Let us know any of any changes in your child's circumstances that might affect their behaviour whilst in our care.
3. Should you arrange for someone else to collect your child from nursery, it is vital that staff are informed in writing. It would be best if the person could come to the nursery beforehand to meet us or if a recent photograph could be provided to verify their identity.
4. Parents or guardians of children who are not toilet trained are required to provide us with sufficient nappies for their child's time at nursery. Formula milk and baby food also needs to be provided, sufficient for the length of your child's day.

6. Nursery Food

1. Healthy snacks and drinks will be made available to children throughout the day and it is your responsibility to notify us of any allergies or intolerances your child suffers from.
2. A healthy, home-cooked nursery meal will be provided for children.

7. Illness

1. If your child has been prescribed antibiotics, they will not be able to return to nursery until they have undergone 48 hours of treatment at home (whether or not they are infectious). This is as stated in the Children Act and is enforced by the Health Protection Agency or Ofsted.
2. Should your child be taking medication, it is the responsibility of parents and carers to notify your child's key person and to sign the necessary consent form regarding administration of medication on the premises.
3. Children should not be in nursery if they are known to be suffering from sickness, diarrhoea, or any other infectious illness. They should be clear for at least 48 hours before returning.
4. Any child who has been sent home from nursery because they are unwell will not be re-admitted for at least 24 hours.
5. If your child has head lice, they should be treated with one of the approved methods before returning to nursery.

8. Notification and Changes to the Terms and Conditions

1. Our standard communication with customers is normally conducted via e-mail. It is the responsibility of all customers to ensure that we are supplied with your current and up to date e-mail address at all times. If your e-mail address changes you must inform us of your up to date address. If at any time you do not have access to a current e-mail address it is your responsibility to request communication via paper copy (either through the post to your home address or issued to you directly via the nursery).
2. Alterations and updates to these terms and conditions which are non-material may be issued via e-mail or posted to our website. An e-mail will be deemed to have been served where we have a 'sent-message' record of an e-mail sent to an up to date e-mail address.

9. Policies & Procedures

1. All of our policies and procedures, including Equal Opportunities, Parents as Partners, Health and Safety and Safeguarding Children, can be found in the Operational File in each nursery and are available on request from the Nursery Managers.