

Humpty Dumpty Childcare Ltd

General Terms and Conditions – 2020

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.

Hours

1. Standard day: Monday – Friday, 8am to 6pm
2. Open 7.30am, for pay as you go early drop-offs. We are open for 51 weeks per year, excluding bank holidays.

Fees

1. **Nursery Fees.** The full day rate includes all meals, drinks, snacks and wet wipes. Fee increases are calculated in January and are based on the previous year's running costs, any uplift in the National Living Wage and other costs imposed on the business. These are then applied in the following April.

Nursery Booking Plans. A minimum booking of 1 full day and 1 half day per week is required.

2. **All fees are due monthly in advance and must be paid by either Direct Debit or Bank Transfer.** We issue invoices mid-month for the following month. We also accept payments from the Tax-Free Childcare scheme and from all major childcare voucher providers.
If you think an invoice is wrong please contact us promptly to let us know. Payment is due on the last day of the month prior to the sessions that are being invoiced. Unfortunately, there can be no refunds for sickness or holidays.
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 finance 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 the minimum of 4 weeks' notice (all changes must be notified by the 17th of the preceding month) in writing or by e-mail.**
5. **Annualised fees.** We offer parents the option to annualise their fees across the year, so that you pay the same amount each month.
6. **Funded Children.** The DCC provider agreement states 'Government funding for 3- and 4-year olds is intended to cover the cost to deliver up to 15 or 30 hours a week of funded high-quality childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services. The provider can charge for meals and snacks as part of a funded entitlement place and they can also charge for consumables such as toiletries.' Humpty Dumpty Childcare charges for meals for funded children and has an additional **optional** consumables fee.
7. **Ad Hoc Days.** Subject to availability, you can purchase extra ad hoc days at the standard daily rate. Ad hoc days can be booked a maximum of two weeks before the request date. These additional charges will be added to your following months' invoice or will be charged directly on the day.
8. **Late pickup Fee.** If you are late to pick up your child, you will be charged £10 for the first 15 minutes, and £10 for each subsequent 15 minutes.
9. **Registration Fee.** There is a registration fee of £50 and £25 for siblings.

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 charge for meals, drinks, snacks and wet wipes, and an hourly fee to cover consumables plus the hourly rate for any additional time used, in excess of funded hours.

Payment

1. Payment is by Direct Debit or Bank Transfer. Some charges such as late pick up fees are payable on the day of the charge via credit card.
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. **Late Payment.** We encourage you to communicate with us if you are having difficulty paying your fees as it may be possible to set up a payment plan to support you.
4. **Charge interest:** If you do not make payment to us by the due date we may charge interest to you on the overdue amount at the rate of 0.5% on a daily basis from the due date until the date of actual payment of the overdue amount.

Humpty Dumpty Childcare Ltd

General Terms and Conditions – 2020

5. **Suspend entry:** If an outstanding balance runs into the third week of the month following an unpaid invoice without agreement being reached with you then we will be forced to suspend your child's entry to nursery. This would remain the case until an agreement is put in place.
6. **Agent:** please note we use a third-party agency to recover any unpaid fees.

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 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.

Parent & Carer Responsibilities

1. 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.
2. 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.
3. Parents or guardians of children who are not toilet trained are required to provide us with enough nappies for their child's time at nursery. Formula milk and baby food also needs to be provided, enough for the length of your child's day.

Nursery Food

1. Healthy snacks, meals 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.

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. This is enforced by the Health Protection Agency and 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.
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.

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 always supplied with your current and up to date e-mail address. 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.

Policies & Procedures

1. All 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.