

## 10.11 Childcare terms and conditions

### Kids Love Nature Ltd Terms and Conditions (2023)

The document and the terms and conditions within it govern the basis on which Kids Love Nature Ltd (referred to here as 'we' / 'our' / 'us') agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you').

#### **Our details:**

Kids Love Nature Ltd

This Workspace

Albert Road

Bournemouth

BH1 1BZ

#### **Terms and conditions**

##### 1.0 **Our obligations to you**

1.1 We feel deeply that an evolved, integrated approach to early years is needed to make the best of the future for everyone. At this critical stage of childhood, it's our mission to make every day extraordinary for as many children as we can.

Giving children access to beautiful, purposeful spaces helps them to engage in a meaningful way. In Kids Love Nature Kindergartens there are areas for big gross motor movement and small scale investigations; spaces for relaxation and others for energetic movement. Creative areas are inspiring and support individual activity, as well as large scale collaborative projects. The natural world is reflected inside and outside; and activities and resources ensure there is synergy between the two spaces to fully support children's exploration and learning.

The message is clear: we need to make sure children are getting the chance to experience the natural world. We need to offer them the opportunity to climb trees, build dens, and learn the names of the many birds, flowers, trees and bugs that they spot during their adventures. We need to give them time to gaze at the clouds, and feel the sun, the rain and the wind on their faces. It is these experiences that will enable children to solve problems, take appropriate risks, learn about the importance of taking care of the environment, and to enjoy the sense of peace that comes from connecting to the natural world.

We strive for this every day, because the experiences your child has from birth to five are the most important they'll ever have. It's a time of immense growth, where intellectual strengths need to be

nurtured, and allowed the space to expand and develop. The extent to which this need is met will determine how well our children adapt and thrive as grown-ups.

- 1.2 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn. Once you have confirmed the place, a deposit payment will be required to hold the place for your child. The monetary value of the deposit will be published as part of our schedule of fees, which can be obtained on request.
- 1.2 We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.3 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare. We will notify you as soon as possible of any days we will be closed.
- 1.4 Should there be bad weather or other reason that impacts on our ability to operate (for example loss of power, water supply or sickness) , we have a procedure in place to ensure the safety and wellbeing of children and staff, and to keep disruption to a minimum for you too. Sometimes, this does mean we have to limit the number of children the kindergarten can accept, or occasionally even close the Kindergarten. This is because our staff : child ratios must always be in line with the regulatory body guidelines. We have a communication system in place to ensure that, if the Kindergarten is experiencing any problems, all parents are aware of the situation and we will notify you as early as possible by sending you an email, Family newsfeed and text message. We appreciate that any disruption to the normal opening hours of the Kindergarten is inconvenient, and action will be taken only when absolutely necessary. We very much appreciate your support and understanding in helping us to maintain the safety and wellbeing of all children and staff.
- 1.5 We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing. Full details can be read in our policy "Achieving Positive Behaviour", which can be obtained on request.
- 1.6 We will provide you with regular verbal updates on your child's progress, as you will appreciate this will not always be possible at the beginning and end of the day due to all children being collected and / or dropped off, however we can arrange another mutually agreeable time. We will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
- 1.7 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the childcare services we provide for your child.

- 1.8 We will provide you with details of our policies and procedures (upon your request), which outline how we satisfy the requirements of the EYFS in our everyday practice. We will be available to discuss or explain our policies and procedures, and / or any relevant changes, at a mutually agreed time.
- 1.9 We will maintain appropriate insurance to cover our childcare activities.
- 1.10 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.
- 1.11 Our main intake of children is on 1<sup>st</sup> September, annually, we will endeavour to accommodate children after this date, throughout the year.

## **2.0 Your obligation to us**

- 2.1 A registration fee of £50 is payable, unless you are claiming 2 year old funding. A £200 deposit is required to secure your child's place. It is payable at the point at which your child has been offered a place and a start date confirmed. Your child's place is not secured until the deposit has been received. This deposit is held for the duration of your child's stay at the kindergarten and will be used to offset your final month invoice. Any remaining deposit (having settled all invoices) will be returned to you when your child leaves the kindergarten via bank transfer. If you cancel your place before starting with us, this deposit will be non-refundable.
- 2.2 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.3 We ask that you attend a minimum of one individual parent meeting each year so that we can share information about your child's development and work together to support this.
- 2.4 We are open for 51 weeks of the year. We are closed bank holidays and for one week over the Christmas period (dates will be advised by your Kindergarten).
- 2.5 Please see our website for your individual Kindergarten for opening times. Please ensure your child has arrived at your Kids Love Nature Kindergarten by 8.45 am and is not collected before 4pm. This is so your child is able to access all areas of the indoor and outdoor. Arrival and departure after and before these times may mean your child is unable to access certain activities.
- 2.6 Each Kindergarten have minimum session pattern requirements, please refer to the website for each individual Kindergarten. This is to ensure your child has the opportunity to fully settle, develop positive attachments to the teachers and benefit from the full range of learning experiences in our indoor and outdoor environments.
- 2.7 Once you have paid your deposit and have been enrolled, you agree to complete full details about you and your child via the Family app and this includes emergency treatment, authorisation and emergency contact details. Your child is unable to start until this information is complete.
- 2.8 You will abide by our policies and procedures. By registering your child and paying a registration fee and deposit, you sign up to our terms and conditions.

- 2.9 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place with us at mutually agreed times.
- 2.10 You must immediately inform us if your child is suffering from any contagious disease or, if your child has been diagnosed with a notifiable disease by a medical practitioner. For the benefit of other children attending, and staff, you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities. We use the Public Health Agency as guidance.
- 2.11 You must keep us informed if your child will not be attending Kindergarten due to sickness or holiday. Please notify us via the Family app by 08:00, if attending a full day session or by 12:00 if attending in the afternoon session only, on the day of non-attendance, this is in line with our safeguarding policy and is a requirement linked to any funding you may have through the Local Authority.
- 2.12 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you. We ask you to provide us with a photo of your emergency contacts wherever possible, and to give them a mutually agreed password to give to us before collecting your child.
- 2.13 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child on time. You agree to pay a £10 late payment charge for picking your child up within the first 15 minutes after your official collection time and that this will be extended by £10 for each subsequent 15 minute interval. This late collection charge will be added to your next month's invoice.
- 2.14 You will inform us as far in advance as possible of any dates on which your child will not be attending (e.g holiday).
- 2.15 For families on roll waiting for their start date, any changes to the booking pattern which has already been confirmed with us will require 4 months notice to change, subject to availability. If a reduction in sessions is requested and the sufficient notice period is not provided, you will be invoiced for an 8 week period for the original booking pattern upon starting. We reserve the right to withdraw the offer of a place if we cannot accommodate your change in booking pattern and your deposit will be non-refundable.
- 2.16 Once your child has started with us, you agree to provide 8 weeks notice for a request in change to the booking pattern. Approval of any changes in booking pattern is subject to availability and at our discretion.
- 2.17 Once your child has started with us you will provide us with at least 8 weeks notice of your intention to withdraw your child (and end this Agreement). If insufficient notice is given, you will be responsible for the full fees for your child for 8 weeks from the date of notice which is only accepted in writing. If you are ending this Agreement, notice must be given by email with confirmation of receipt.
- 2.18 You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

### 3.0 **Payment of fees**

- 3.1 Our fees are based on a monthly fee that shall be notified to you in advance of your child starting. We may review these fees at any time but shall inform you of the revised amount at least 8 weeks before it takes effect.
- 3.2 Fees must be paid on a monthly basis, in advance. We calculate the amount payable by you each month by multiplying the sessional Fee by the number of sessions within the month.
- 3.3 We accept government funding for eligible 2, 3 and 4 year old children. We charge an additional service fee, lunch and charge for additional hours. Please ask your Kindergarten Manager for full details of this.
- 3.4 Children who are entitled to 2 year old funding will have a maximum number of free funded hours per week, full details are available from your Kindergarten Manager. Additional non-funded hours and sessions are charged at current rates.
- 3.5 Funding hours are split by us according to session patterns, up to the maximum hours set by the Local Authority: The Manager of your Kindergarten will have full details of how your funding is allocated and of the term dates and conditions.
- 3.6 All funding is calculated by the Local Authority from the beginning of the term after your child turns 2, 3 or 4 years old and is subject to the Local Authority terms and conditions.
- 3.7 Fees apply 12 months of the year. We do not discount for absence due to sickness, holiday, or unexpected closure.
- 3.8 All payments made under the Agreement should be by direct debit, tax free childcare or childcare vouchers as agreed with us in advance. All payment, regardless of method, shall be made by you monthly, in advance on the first day of each month (the due date). Your direct debit must be set up prior to your child starting at the Kindergarten. Interest may be charged for outstanding balances not settled by the due date.
- 3.9 If the payment of fees referred to in 3.2 is outstanding for more than 8 weeks then we will terminate this Agreement by giving you 14 days' notice in writing. Upon termination of this contract your child shall cease forthwith to be admitted, and the notice to terminate shall be regarded as a formal demand for outstanding monies. We may seek to recuperate costs of any additional services used to pursue outstanding monies, for example debt collectors. We may consider a court claim to recover any money owed.
- 3.10 If you have requested additional sessions or have been unable to collect your child by the official collection time (outlined in 2.13) and we have as a result provided you with additional childcare facilities we include the applicable charges in your monthly direct debit, or accept payment by card or childcare vouchers.
- 3.11 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and no charge will be made on these days. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.

3.12 If a child leaves the setting before their 8 week notice period has finished and Kids Love Nature is not able to claim funding from the Local Authority, you will be charged the full session rate for that period of time.

#### **4.0 Suspension of a childcare place**

4.1 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.

4.2 We support children with challenging behaviour and will work closely with yourselves and multi-agencies to provide the appropriate support. However, if your child's behaviour endangers the safety and well-being of themselves and/ or other children and adults, we reserve the right to call you and require the immediate collection of your child. It may be necessary for your child not to attend the provision of childcare whilst we try to address these concerns with you and seek the support of external agencies, as appropriate.

4.3 During any period in which your child is not attending for behaviour-related issues we will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child, if necessary.

4.4 If your child is unable to attend, for behaviour-related issues part way through the month, under the conditions stated in clauses 4.2 and 4.3 we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This sum may be offset against any sums payable by you to us.

#### **5.0 Termination of the Agreement**

5.1 You may end this Agreement at any time, giving us at least 8 weeks notice by notifying us in writing.

5.2 We may immediately end this Agreement if:

5.2.1 You have failed to pay your fees;

5.2.2 You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;

5.2.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards staff or other parents;

5.2.4 We take the decision to permanently close. We will give you as much notice as possible in the event of such a decision.

5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his / her needs. In these circumstances we will work with you, the local authority, and other welfare agencies as per our procedures to identify appropriate support and our ability to meet your child's needs. We reserve the right to amend your child's attendance pattern with immediate effect to enable us to provide a suitable level of support.

5.4 You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

## 6.0 General

- 6.1 If we have to close or we take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions or government policy) the sessional fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you.
- 6.2 If you have any concerns regarding the services we provide, please discuss them with the Manager. If these concerns are not resolved to your satisfaction, please contact the Central Team. Customer satisfaction is paramount and any concerns/complaints will be dealt with in line with our *Making a Complaint Policy*.
- 6.3 We will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our central database. The photographs are used for display, for your child's records within the setting and on the Family app. As part of the registration process, you provide the permission level for us to use images of your child for any of the above and for training, publicity or marketing purposes.
- 6.4 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our setting, or to ask you to collect your child immediately if they become unwell whilst in our care, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.
- 6.5 We cannot administer paracetamol or ibuprofen if it is not prescribed. If a child is unwell, they should remain at home until fully recovered. If your child is on prescribed medication such as antibiotics, we ask that they remain at home for the first 48 hours after starting the course. On your child's return to kindergarten, we will ask you to complete a medication form to confirm the medication that is needed.
- 6.6 Children who have suffered from vomiting or diarrhoea must exhibit no further symptoms for a full 48 hours before returning to Kindergarten.
- 6.7 If all efforts have been made to contact parents in the event of an accident or serious illness, the Kindergarten retains the right to take such action as we think fit – including hospitalisation in an emergency.
- 6.8 Food and drink is provided on the premises and where possible, we cater for the individual needs of every child. As cross contamination cannot be ruled out, a risk assessment is conducted for children with any known allergies. Every effort is made to follow recommended food preparation guidance and to ensure that all staff involved in the preparation and serving of food are suitably trained.
- 6.9 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the GDPR and our *Confidentiality and Client Access to Records Policy* and to meet our statutory requirements. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give

consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

6.10 Personal belongings (including clothing). As detailed in our parent handbook, we ask parents to ensure children do not wear or bring expensive items to the setting. All items must be named. We will do our best to locate missing items however we cannot be held responsible for replacing or paying for any items that go missing or are damaged.

## **7.0 This Agreement**

7.1 We reserve the right to vary the terms and conditions contained in this Agreement.

7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.

7.3 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

7.4 For parent(s)/guardian(s) under the age of 18, a guarantor aged over 18, must also sign the contract on your behalf. The contract would therefore be between Kids Love Nature Ltd, you and the guarantor.

7.5 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7.6 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).