

Woodlands Pre-School (Warners End) Ltd

Terms and conditions



1. OUR CONTRACT WITH YOU

- 1.1 When you have decided that you wish to purchase childcare services from us, we will provide an application form for you. This application form is to apply to use our childcare services, We will also provide a copy of these terms and conditions, and details of the fees payable for our services. You will need to complete the application Form and return it to us. By completing the application Form, you are making an offer to us that you wish to receive childcare services from us.
- 1.2 When we receive your application, we will review and consider your application. If we are able to accept your application, we will confirm this to you in writing and this will be the date that your contract with us begins. You have a right to cancel your contract with us for a period of 14 days after the date you enter into the contract with us. Please see clause 7 for more details about your right to cancel.
- 1.3 The contract you have with us comprises these terms and conditions and any documents which we refer to in these terms and conditions. If there are any particular statements (written or verbal) which we have made to you, on which you based your decision to enter into a contract with us, then you should ask us to confirm those statements in writing before you complete your application, if you wish such statements to form part of your contract with us.

2. DETAILS ABOUT US AND THE SERVICES

- 2.1 You are entering into a contract to purchase childcare services from us through our Pre-School. We have been providing childcare services for a number of years. Our Pre-School has been independently inspected and full details can be found at www.ofsted.gov.uk
- 2.2 You are entering into a contract with us, Woodlands Pre-school (Warners End) Ltd. Our Ofsted registration number is 2700897.
- 2.3 We will start providing the childcare services to you on the date specified in the Child details form, or such other date as we may agree in writing between us.
- 2.5 We do not offer babysitting services as part of our childcare services. If you wish to use any of our employees or agents to provide babysitting services to you, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and we accept no liability to you for the supply of any babysitting services.

3. OBLIGATIONS ON Woodlands Pre-school

3.1 We will:

- 3.1.1 inform you as soon as possible whether your application for a nursery place has been successful;
- 3.1.2 provide the agreed childcare facilities for your child at the agreed times (subject to any days when the pre-school is closed). If we change the opening hours of your child's nursery, we will give



you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child's hours at the Pre-school;

- 3.1.3 try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the Pre-school
- ; 3.1.4 provide you with regular verbal updates as to your child's progress on request;
- 3.1.5 notify you as soon as possible of any days on which the Pre-school will be closed; and 3.1.6 try to make available to any of your other children a place at the Pre-school. However, we cannot guarantee that a place will be available.

4. OBLIGATIONS ON YOU

- 4.1 You will:
- 4.1.1 ensure all information supplied in your application form is accurate and correct;
- 4.1.2 complete and return to us a Registration Form before your child can start at our nursery and immediately inform us of any change to the information provided;
- 4.1.3 inform us if your child has any Special Educational Need and Disability (SEND) or medical needs;
- 4.1.4 complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines);
- 4.1.5 inform us if your child is suffering from any contagious disease. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities of the nursery;
- 4.1.6 immediately inform us of any changes to your contact details;
- 4.1.7 keep us informed as to the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care;
- 4.1.8 inform us if your child is the subject of a court order and provide us with a copy of such order on request;
- 4.1.9 immediately inform us if you are unable to collect your child from nursery by the official collection time; and
- 4.1.10 inform us as far in advance as possible of any dates on which your child will not be attending the nursery.
- 4.1.11 If a regular pattern of late collection arises we charge a late fee of £10 for up to and including the first 15 minutes you are late collecting and £10 every 15 minutes thereafter.

We are not unreasonable and understand that occasionally you may be late to collect due to unforeseen circumstances but If a regular pattern of late collection arises we charge a late fee. If you are going to be late due to unforeseen circumstances, please call the nursery to notify us as soon as possible.



5. PAYMENT

- 5.1 Our fees are based on a Monthly fee which shall be notified to you in advance of your child starting at the. Details of our current fees are contained on our website or on request from a member of staff. We may review these 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 contract by giving us 1 months' notice, in writing.
- 5.2 Fees must be paid on a monthly basis, in advance. There will be no refunds or adjustments of the monthly Fee in respect to bank holiday closures, as the fees have been calculated having taken those into account. You will be notified in writing, 1 month in advance of any changes to the calculation of your bill.
- 5.3 No refund will be given for periods where your child's nursery place is unfulfilled due to illness or holidays. Where the Pre-school is closed on bank holidays no refund will be given for this closure as our fees have been calculated taking these closures into account.
- 5.4 All payments made under this contract must be by bank transfer, childcare voucher or tax free childcare.
- 5.5 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will charge you for additional childcare monthly in arrears.
- 5.6 If you fail to make payment in full by the due date we will charge a late fee of £25.00. (please speak to Nikki if you are having financial difficulties or need support with paying your fees on time)

6. SUSPENSION

- 6.1 We may suspend the provision of childcare to your child, on 1 months' notice, at any time if:
- 6.1.1 You have failed to pay any fees;
- 6.1.2 Your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and wellbeing of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.

7. CANCELLING YOUR CONTRACT

- 7.1 If you change your mind, you can cancel your contract with us at any time within 14 days of receiving confirmation (referred to in clause 1.2) from us.
- 7.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by telling us this clearly in writing (e.g. a letter sent by post or email).
- 7.3 To meet the cancellation deadline, you should send your cancellation notice to the Pre-school, marked for the attention of the Nursery Manager before the end of the cancellation period.



- 7.4 Any reimbursements due to you will be made using the same method of payment as you used to make your payment to us, unless you request otherwise. You will not incur any fees as a result of the reimbursement.
- 7.5 After the 14 day cancellation period has expired, you may end this contract at any time, giving us at least 1 months' notice, by notifying the pre-school in writing.
- 7.6 We may immediately end this contract if:
- 7.6.1 you have failed to pay your fees;
- 7.6.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time of us asking you to;
- 7.6.3 you behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff;
- 7.6.4 your child's behaviour is unacceptable or endangers the safety and wellbeing of any of the other children at the Pre-school; or
- 7.8 You may immediately end this contract if:
- 7.8.1 we have breached any of our obligations under this contract and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention; or

8. EMPLOYMENT OF STAFF

8.1 If, during this contract and for a period of 6 months after the termination of this contract, you (directly or indirectly) employ or otherwise engage the services of any member of our staff who has had contact with your child under this contract in the last 6 months; then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.