

## TERMS AND CONDITIONS

This is a contract between Kid Ease Limited, referred to as “the nursery” and the parent / guardian of the child named on the registration form.

### 1. REGISTRATION

- A registration fee of £35.00 shall be paid by the parent / guardian to the nursery and submitted with the completed registration form. This fee will be refunded only if the nursery cannot offer the place on the date required. The fee is otherwise non-refundable, whether or not an offer of a place for your child is accepted.

### 2. ACCEPTANCE

- At the time of registration, four weeks fees will be taken as a deposit and will be returned upon leaving providing the nursery has been given 4 weeks’ notice in writing and the child’s and any sibling’s account balance is clear. The deposit will be returned within 4 weeks of your child’s official leave date.
- Kid Ease reserves the right to periodically review the level of deposit held on account to ensure that it fairly reflects current booking patterns.

### 3. PAYMENT OF FEES

- Fees are payable monthly in advance no later than the 1st working day of the month in which the childcare services will be provided.
- Kid Ease accepts the following methods of payment: direct debit, cheque, approved childcare vouchers, BACS, internet banking and debit cards.
- Cash is only accepted in special circumstances.
- It is the parents’ / guardians’ responsibility to ensure that fees are paid in full and on time.
- If the payment of fees is outstanding for more than 5 days, the nursery reserves the right to refuse access to the child and/or terminate the contract with immediate effect. The 4 weeks’ notice in writing from the parent / guardian remains applicable in both these situations & fees during this time will remain due.
- Late payment of fees will incur a late payment charge of £35.00. This fee will be chargeable for each calendar month that the balance remains outstanding.
- Dishonoured payments are subject to a £35 charge. In addition, fees will be deemed to be late — see above.
- For children whose places are funded by external agencies e.g. university/college, the parent/guardian is liable for any shortfall in, or withdrawal of, funding for whatever reason.

- The nursery reserves the right to increase fees at any time & parents/guardians will receive 4 weeks’ notice in writing via the Parent Information Area at the nursery or by email.
- It is a pleasure to have siblings attend the nursery & a 10% discount is offered. The discount is applied to the eldest child whilst more than one child attends the nursery & is applicable to the regular booking pattern only of children attending the nursery. This offer is not applicable to out of school clubs or to “extra” [non-fixed booking pattern] nursery sessions.

### 4. DEBT RECOVERY

- Kid Ease reserves the right to charge interest on unpaid fees. This will be calculated at a rate no less than 8% per month.
- Kid Ease will rigorously pursue all outstanding monies including the use of legal action where appropriate & recovery of costs involved.

### 5. NOTICE PERIODS

- Four weeks’ notice in writing is required by either party to terminate the agreement or reduce attendance sessions. In the event of the parent/guardian withdrawing their child with less than 4 weeks’ notice, payment will still be required for the full 4 weeks.
- Notice must be provided in writing & addressed to the Nursery Manager. The notice period will take effect from the date on which the Nursery Manager receives the written notice.

### 6. CALCULATIONS

- The nursery is closed on permanent Bank Holidays and from the 25th December to the 1st January during which times fees are not payable.
- Wherever possible, extra sessions can be arranged & they will be charged at the standard session rate. The parent/guardian will be asked to book these extra sessions in writing. Once booked, these sessions will become payable, unless 4 weeks cancellation notice in writing is provided to the nursery.
- Fees apply to the standard opening times of the nursery and are payable for 51 weeks of the year. Fees are payable monthly in advance & are calculated as follows: Regular Booking Pattern Sessions plus Booked Extra Sessions x Current Price per Session.
- If the nursery is required to close as a result of circumstances out of its control, e.g. weather conditions or other ‘Acts of God’, fees remain payable.
- Government or other grants to which your child might be entitled will be invoiced at £0. A supplementary charge may apply to certain grant funded sessions. Applicable Fees can be found on the nursery Price List.

- Parents/guardians will be provided with an itemised invoice in advance of the payment due date.
- Kid Ease does not provide reductions or refunds for absence for whatever reason and fees remain payable.

### 7. ATTENDANCE

- Each child must attend for a minimum of two half-day sessions per week.
- The nursery must be informed no later than 8.30am if a child will be absent. This can be done by calling the Nursery Manager or by email to the Nursery.
- The nursery must be informed in writing of any change to the child’s arrival or collection. Please see Authorisation of Collection Policy in Parents’ Handbook.
- Kid Ease operates a very stringent security procedure that prevents unauthorised people from entering the nursery. Nursery staff are not allowed to release children to anyone other than those listed on their personal forms. Should it be necessary for someone different to collect the child, in the event of an emergency, the Nursery Manager must be informed as soon as possible. An authorisation form and/or password system is operated by the nursery and photo ID may be required.
- Kid Ease appreciates that delays can sometimes be unavoidable but it is important for the child & staff that children are collected promptly. The nursery reserves the right to late charge £35 for each and every 15 minutes or part thereof for caring for children when parents/guardians are late. This is a preventative charge. Kid Ease needs to maintain Ofsted registration requirements & other quality standards. These late charges apply to all sessions throughout the day.
- The parent/guardian must inform the nursery if their child has been in contact with any infectious disease.
- If a child is unwell, they must not be brought to the nursery. If a child becomes ill during the day, a member of staff will contact the parent/guardian & request the child is taken home. The parent/guardian must collect his/her child within 1 hour of being contacted by the nursery. The terms of Kid Ease’s Exclusion Policy need to be adhered to before the child can return to the nursery.

### 8. LOCO PARENTIS

- Once a child has been registered with Kid Ease, the staff employed by Kid Ease will act in Loco Parentis for the time that the child is attending the nursery, both on and off the premises, until collection. In the case of an accident or emergency, or in the event of illness, the nursery reserve the right to take such actions as are deemed necessary, including hospitalisation and the administering of anaesthetics, even if the parent / guardian has not been or cannot be informed.

- To enhance learning, development and range of experience of the children and babies, we may occasionally take them off the premises for local excursions and activities. It will be assumed that the nursery has permission for this to happen but if parents / guardians wish their child to be excluded from any particular activity, they must inform the nursery in writing.
- From time to time the nursery may arrange special outings or events. Special outings or events will require the parent / guardian to provide additional consent in writing.

**9. OTHER INFORMATION**

- Parents / guardians must inform the nursery of any change in marital status and any change of information provided for on the registration form.
- All Kid Ease Nurseries operate a strict No Smoking Policy. This applies to all internal and external areas, including the gardens, car parks and pathways.
- Kid Ease does not allow its staff to babysit or nanny for the parents of children in the Nursery. This is to respect the confidentiality of the parents and to maintain the professional integrity of the staff. Kid Ease invests heavily in the training and development of its staff therefore should an existing or former parent employ a member of Kid Ease staff within six months of their departure, a recruitment fee based on 25% of their annual salary at Kid Ease will be payable.
- The nursery is intended to be a stimulating, challenging and homely environment in which a child can develop and learn without fear of being hurt or hindered by anyone. Kid Ease has a "behaviour support policy" available in reception areas and within the Parents' Handbook.
- Anyone using the parking area outside the nursery does so at his or her own risk. The parking area is for nursery use only. Kid Ease does not accept liability for damage, injury or loss to vehicles, visitors or possessions however caused.
- To keep a comprehensive learning and development journey of each child we will seek your consent to hold photos and child development examples as part of your personal data. Where we require your consent, we will ask you to sign a consent form to opt in to providing this information.
- Kid Ease is a Data Processor for Kent & Norfolk County Councils & as such is required to share information for Census & grant funding applications, e.g. FF2, EYG, EYPP, SENIF, DAF, HMRC.
- Kid Ease supports a multi-agency approach and welcomes involvement from external professionals, for example Health Visitors and Specialist Teaching Services.

- All personal items brought to the nursery should be named. Kid Ease does not accept responsibility for lost items.
- All Kid Ease nurseries have both Employers Liability and Public Liability insurance.
- We take your personal data very seriously. Please see our Privacy Notice for details.
- **10. OUT OF SCHOOL CLUBS – ADDITIONAL TERMS**
- A £35 registration fee applies to out of school club registrations.
- At the time of registration, £50.00 will be taken as a deposit and will be returned upon leaving providing the nursery has been given 4 weeks' notice in writing and the child's and any sibling's account balance is clear. The deposit will be returned within 4 weeks of your child's official leave date. Please note that due to the variation of school term dates four weeks' notice in writing is required to amend or cease booking patterns for the after school club as Kid Ease is not always aware of these dates.
- After school club registrations must be made termly, and can only be amended at the start of each term or half-term if 4 weeks' notice in writing has been provided to the nursery manager [see 5. Notice Periods].
- Children can only commence attending the Out of School Club after they have officially started school otherwise they must attend the nursery and pay nursery fees.
- Kid Ease accepts children from numerous schools therefore Out of School Club fees are payable when schools are closed for inset and / or training days and / or other school closures during official term dates, with the exception of official half-term holidays.
- Discounts are not applicable for Out of School Club children.

**ACCEPTANCE**

The Terms and Conditions are considered to be fair and reasonable. Any agreement made by the parent / guardian and the Nursery for a variation to the Terms and Conditions will be stated in writing by the Nursery Manager.

I / We accept the terms and conditions.

NAME OF CHILD: \_\_\_\_\_

SIGNED (PARENT/GUARDIAN): \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED (PARENT/GUARDIAN): \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED (KID EASE LIMITED): \_\_\_\_\_

DATE: \_\_\_\_\_

Parents / guardians are required to complete the Registration and Consent Forms in line with these terms and conditions.

\_\_\_\_\_

**For office use only:**

Registration Fee paid: £ \_\_\_\_\_ Date: \_\_\_\_\_

Deposit paid: £ \_\_\_\_\_ Date: \_\_\_\_\_

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