

Terms and Conditions

Full Day Care and Sessional Care Placements at Dizzy Ducks Day Nursery, Dizzy HQ The Farmhouse, Steeple View Farm, Dunton Road, Laindon, Basildon, Essex SS15 4DB

Nursery Places and Bookings

A fully completed and signed application form must be received by the Nursery before a place can be confirmed. Full and part time sessions must fit into the session times detailed by the form, although we will try to meet special requirements if possible. We will usually not confirm a booking until two months prior to the start date.

Registration Fee

A registration fee is required upon booking a place or securing a place on the waiting list. This is non refundable in the event of withdrawal from the waiting list, or a place not becoming available. Once a place is offered, the first months fees are payable in order to secure that place. This is non refundable.

Fees and Invoices

The first invoice amount is payable on confirmation of the child's place. Thereafter, payment is payable by Direct Debit on the 1st of each month. If payments are cancelled or returned by the bank, a fee of £30 will be charged to cover costs incurred by us. All Direct Debit cancellations must be advised to Nursery Administrator by 14th of month in advance to prevent a further payment being drawn on 1st of following month. For security reasons, the nursery is not able to accept cash payments. All invoices are issued at least five working days prior to the first of the month, and our direct debit provider will inform parents of the amount to be debited well in advance of the debit. Fees are charged calendar monthly, not 1/12 yearly, so the amount will fluctuate each month. All nursery bookings are on a permanent basis and days are non transferable on a temporary basis under any circumstances. Additional sessions can be booked and will usually be invoiced in arrears, according to the date that the session was booked with the nursery. Other than if we are in breach of these Terms and Conditions, all sessions booked must be paid for, regardless of the attendance of the child. No refunds will be given for sessions missed due to illness or holidays. Failure to meet payments will result in the termination of the child's place and in such circumstances the parents will not be entitled to a refund of any fees. We reserve the right to charge a fee of £5 per day penalty charge on invoices paid late. We are not liable for collections from third parties e.g. colleges, grant funding, voucher providers. The parent remains responsible for all outstanding fees. If you default on payment we reserve the right to use a third party agency to collect your fee on our behalf. You will also then be liable for costs incurred in doing this. It is essential to the running of a day nursery that correct adult to child ratios are met at all times, therefore, if you are late in collecting your child from nursery a late collection fee of £10 for every ten minutes or part thereof will be imposed. Fees are revised annually in September, and parents will be notified in July, at least four weeks prior to the fee increase.

Nursery Closure

The Nursery is open 52 weeks per year, but closed on statutory Bank Holidays. Fees are payable for the full 52 weeks per year and as usual on bank holidays. If the nursery is closed in an emergency (such as adverse weather) normal fees will apply to cover staff costs.

Termination/Cancellation of Nursery Place

We require four weeks notice in writing should you wish to terminate a Nursery place for any reason, and we require five days notice should you wish to cancel an extra session.

For funded sessions we will require up to a terms notice in writing. You cannot transfer funding during a term and may become liable for childcare fees if you decide to move to another provider. Parents remain liable for fees throughout the notice period. If a parent withdraws their child during this notice period the fees still remain payable. We reserve the right to terminate a Nursery place with immediate effect if any fees are not paid by the due date, or if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour. We reserve the right to terminate a child's place should we feel that we can no longer work on a professional relationship with parents or carers who do not abide by nursery policies or procedure. If a start date is postponed by the parent for any reason, we reserve the right to charge from the original start date on the enrolment form if this had been agreed. Any reduction in sessions requires four weeks written notice prior to the change being implemented and parents remain liable for fees in the interim period.

Personal Property and Belongings

We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by nursery staff to ensure belongings are not lost or damaged. Practical, inexpensive clothing is strongly recommended and we ask that all items are clearly labelled with the child's name. We ask that all personal items, with the exception of comfort items, are left at home.

Behaviour Management

Nursery Management will endeavour to work with parents to resolve any issues and exclusion will only be made in exceptional circumstances in line with our Extreme Behaviours Policy. However, we will not tolerate our staff being spoken to in an abusive or threatening manner by parents, carers or children and such behaviour may lead to the termination of the nursery place.

Liability

We accept no responsibility for any loss suffered by parents arising directly or indirectly as a result of the Nursery being closed or the non admittance of your child to the nursery for any reason, and this applies to sickness, holidays and emergency closures. We accept no responsibility for children whilst in their parents care on Nursery premises i.e. prior to arrival, after pick up, during parent's evenings etc. We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child's or parents property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind. We will make reasonable endeavours to keep parents and/or children's property in good order. Liability for damage of such property is excluded, except where caused by our negligence.

Insurance

We have extensive insurance-please ask the Nursery Manager.

Accidents and Illnesses

We reserve the right to administer basic first aid and treatment where necessary. Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment all attempts will be made by the nursery to contact the parents, but failing this we are hereby authorised to act on behalf of parents and authorise necessary medical treatment. We will administer prescribed medicines if parents complete a Medicine Consent form however, the first 24 hours of a new medicine must be given at home..We may require parents to withdraw their child from Nursery, in the

event that they require special medical care or attention which is not available or refused by parents, or it is considered that the child is not well enough to attend nursery. In this instance, the Nursery Managers decision is final. We may ask a parent to withdraw their child from nursery if we have reasonable cause to believe that the child maybe suffering from or has suffered from any contagious disease or infection and there remains a risk that the other children in nursery may contract such disease/infection. We accept no responsibility for children contracting contagious diseases or infections. Please refer to our Sickness policy regarding incubation and exclusion periods. Parents are requested to inform Nursery if their child is suffering from any illness, sickness or allergies before attending Nursery. We have a realistic attitude to the needs of working parents but we reserve the right to contact parents if their child becomes ill, or we believe that the child is becoming ill during Nursery hours. There is an expectation that parents will collect their child as quickly as possible once contacted by the nursery, or make alternative arrangements for some other person to collect their child.

Security

Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent has previously arranged this with us. If the parent has made alternative arrangements by telephone, the Nursery will require the contact details plus a security question of the person permitted to collect the child, and proof of their identity will be required on arrival. Parents are required to provide an emergency contact person and a list of responsible adults who are authorised to collect the child along with photographs of each person. We will not release the child to anyone who appears to be under the age of 18.

General Information

Parents are accountable to inform nursery of any food, medicine, activity or any other circumstance that may cause the child to have an allergic reaction/allergy. Parents must provide details, in writing of the severity of the reaction/allergy and must continue to inform nursery of any change/progress to the condition, in writing when they become aware. Parents are requested to inform Nursery of any changes to all information kept at nursery. Children will not be able to stay at nursery if relevant preventative medicines are not available to us. Parents understand that any private work completed by employees (such as private babysitting) is outside the scope of the nursery, and as such the nursery is not connected with this in any way.

We may require parents to withdraw or remove their child from nursery in the event that the parent is not completely honest about the childs condition or withholds or is found to have withheld important information. We reserve the right to terminate a child's place at nursery should we feel that parents are not adhering to our policies, or working in partnership with us.

Employment of staff

If, during this agreement and for a period of 6 months after the termination to this agreement 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 agreement in the six months, and/or allow or permit the provision of childcare services to your children by any member of our staff who has had contact with your child under this agreement in the last 6 months, then you shall pay to us a figure representing 25% of the relevant member of staffs gross annual salary at the time they left our employment. This figure represents the cost of finding a suitable replacement member of staff.

Safeguard

Dizzy Ducks day nursery has a commitment to safeguard any child(ren) in our care. The Nursery is committed to responding promptly and appropriately to all incidents or concerns of abuse that may occur and to work with statutory agencies in accordance with the procedures that are set down in 'What to do if you're worried a child is being abused. We may be obliged to refer concerns to the local authority children's social care department and co-operate fully in any subsequent investigation. For further details please refer to our safeguarding children policies and procedures available from the Nursery Manager.

Complaints

Our setting believes that children and parents are entitled to expect courtesy and prompt, careful attention to their needs and wishes. We welcome suggestions on how to improve our setting and will give prompt and serious attention to any concerns about the running of the setting. We anticipate that most concerns will be resolved quickly by an informal approach to the appropriate member of staff. If this does not achieve the desired result, we have a set of procedures for dealing with concerns. We aim to bring all concerns about the running of our setting to a satisfactory conclusion for all of the parties involved and the outcome of the investigation reported back to the parents within 20 days of making the complaint. For further details please refer to our making a complaint policy and procedure available from the nursery manager. Should you wish to make a complaint to Ofsted directly please contact them on 0300 123 1231 quoting our Ofsted Reference EY358317.

Agreement

The above Terms and Conditions represent the entire agreement and understanding between the parents and Dizzy Ducks Day Nurseries Ltd. Any other understandings, agreements, warranties, conditions, terms or representations whether verbal or written expressed or implied are excluded to the fullest extent permitted by law

We reserve the right to update and/or amend these Terms and Conditions and agree that one month's written notice of any changes will be given.

Parents/Carers:

I have read and understood the Terms and Conditions as shown and agree to comply with them.

Signature _____

Print Name _____

Date _____

I have received a copy of your Terms and Conditions for my own personal reference.

Signature _____

Print Name _____

Date _____