

Terms and Conditions

We are a caring and considerate company who have established these terms and conditions for the benefit of the children in our care, parents and our practitioners.

Please read these carefully.

These terms and conditions relate to the contract between the nursery and the parent/guardian of the child within our care. The headings in this agreement are inserted only for convenience and shall not affect its construction.

The terms regarding notice periods and payment of fees are to promote the stability of our forward planning and resourcing of the nursery. Therefore, to enable us to maintain our commitment to high quality childcare and education we always require all parents and guardians to strictly abide by these terms and conditions.

Our Terms and Conditions may be updated monthly and changes communicated by email.

Acceptance of a place: upon completing and signing the Enrolment Form parents/guardians are deemed to have read, understood and agreed to the Terms and Conditions and undertake to be bound by the same. For the avoidance of doubt, payment of the registration fee constitutes the acceptance of a nursery place and the agreement to abide by these terms and conditions.

Registration fee: once the Enrolment form has been received, the nursery will assess availability of places and confirm this in writing by email. A registration fee of £85 is payable to the nursery within 5 days of an offer of a place being made. The registration fee shall not be returnable if such acceptance of a place is later withdrawn by the parent/guardian for any reason.

Deposit: an initial deposit of £100, is payable to the nursery at the same time as the registration fee. The balance of the deposit, £150, making the total deposit payable £250, will be added to the first month's nursery invoice and is payable as part of the first month's invoice. The total deposit of £250 is held on account by the nursery during the period of a nursery booking being active. The total deposit is deductible from the last month's invoice upon leaving the nursery, on the basis that a minimum of one full month's fees has been paid to the nursery (excluding any settling-in period), that the nursery notice period has been honoured and that all fees, charges and costs are paid in full and up to date.

The initial deposit of £100 is not refunded if the nursery place is not taken, in lieu of reserving the place. Once logged into the Parent Portal there will be a £"deposit amount" CR displayed which is the Deposit amount held on account.

If you cancel or reduce the booking pattern of a nursery place within one month of the planned start date, one full month's fees are payable based upon the booking pattern at the time of one month before the start date. The deposit held would then be refunded on the conditions noted above.

If you cancel a nursery place more than one month before the start date, the deposit and registration fee are non-refundable. You can delay the start date for a maximum of six months if notice is provided more than one month before the planned start date and before any settling in sessions have taken place - if after 6 months confirmation of a start date is not received from the parent, the place will be cancelled in full without notice and the deposit and registration fee are also non-refundable in this instance.

Information contained within the Enrolment Form: in the event information is not accurately stated or information withheld at the point of enrolment (during completion of the enrolment form) the nursery reserves the right to cancel the place at any time with immediate notice. No refund of the deposit or registration fee will be made where a parent has failed to complete the enrolment form accurately and fully.

The nursery reserves the right to not offer a place where it believes the general needs, health, safety, medical or welfare of a child cannot be met. These decisions are not taken lightly but we must respect the responsibility we place upon ourselves to make the decisions we believe to be most suitable.

For children enrolling from the age of 30 months upwards, the nursery reserves the right to request transition reports and assessments from the child's previous settings in addition to requiring a child to attend for a trial period prior to confirming a place.

Six weeks' review after completing settling in sessions: both the parents and the nursery have the option to review the booking during the period of week four and six of official paid for attendance to ensure the expectations and wellbeing of all parties is mutually satisfactory. In the event of either the parent or nursery not wishing to continue, either can serve one weeks' notice to cancel the place. For the avoidance of doubt, the earliest notice can be served is at the end of week 4 meaning a total of 5 weeks attendance is the minimum and at the latest at the end of week 6 meaning a maximum of 7 weeks attendance, after which time this clause will no longer be valid nor apply to the booking and is superseded by the remainder of the Terms and Conditions contained herein.

Payment of Nursery fees: payment to the nursery for a child's attendance are due in accordance with the below timescales and in advance each month.

For children joining the nursery and starting mid-month, payment for the remainder of the month must clear with the nursery at least 3 working days before the start date.

Parents are responsible for all payment of fees until the point in which they reach the nursery account. Any payment of fees which have not arrived with the nursery are classed as unpaid fees and the nursery cannot accept reasons for delays in payment due, but not limited to issues with

the HMRC Tax Free Childcare scheme, Childcare Voucher companies or Bank error as reasons for late payment.

Fees are only payable by Direct Debit, Standing Order, HMRC Tax Free Childcare scheme, and Childcare Vouchers. Payment by Debit or Credit card maybe used for one-off occurrences. No other forms of payment are accepted nor constitute payment of fees and notably parents must never pay in cash.

There are no fees charged for payment by Direct Debit (for 1st time cleared payments), Standing Order, HMRC Tax Free Childcare scheme and Childcare Vouchers.

> Payments by Credit or Debit card

In person or online are charged as follows:

Payments £1 up to £600 = £20 charge; Payments £601 - £1,100 = £30 charge; Payments £1,201 - £1,700 = £40 charge; Payments £1,701 - £2,500 max = £50 charge. For payments by AMEX, £5 is added to all the quoted charges.

If a parent wishes to pay nursery fees by Debit or Credit Card, this request must be received no later than midday on the 1st of the month for which the fees are due in advance and payment then made within 24 hours of the payment link being issued by the nursery to the parent via email.

> HMRC Tax Free Childcare Scheme

Payments via the HMRC Tax Free Childcare scheme must be sent to the nursery by the parent from the HMRC portal so that they arrive with the nursery by the 5th of the month in advance. It can vary between 1 to 4 days for HMRC payments to reach the nursery from the date a parent sends the payment from their HMRC portal to the nursery. Therefore, we kindly ask that all HMRC payments must be sent to us by the parent at least 4 days before the 5th of the following month when they are due.

In the event of issues or delays with the HMRC Tax Free Childcare scheme or the expiry of a parent's HMRC top-up allocation for any given period, parents must make direct bank transfer payment to the nursery before the required payment date of 5th of the month in advance.

For the avoidance of doubt, the payment of fees cannot be delayed due to HMRC top up entitlement periods falling after the date by which the nursery fees are due.

> Childcare Vouchers

Payment of Childcare Vouchers must reach the nursery by the 5th of the month in advance. We accept Childcare Vouchers from most childcare voucher companies. Please contact us for our unique reference number once you have confirmed which voucher company you will use. Please only put your child's full name as the only reference on all voucher payments.

PMD Consulting (UK) LLP (OC378208) trading as Aston Pierpoint Nursery & Pre-School
34 Priory Road Hampton TW12 2PD
Tel 0208 979 5005 | Email nursery@astonpierpoint.com

Please note it takes 3 - 5 working days for us to receive Childcare Vouchers from the date they are sent by the parent from the voucher company. Therefore, we kindly ask that all vouchers must be sent to us by the parent from the voucher company at least 5 days before the 5th of the following month.

Childcare Vouchers sent and/or received after the 5th of the month will be kept on account and can be used towards the following month's invoice.

A £15 admin charge will apply for each month that Childcare Vouchers are not cancelled yet continue to be sent to the nursery following a nursery place ending and requiring repayment.

> Direct Debit Payments

Payment of the monthly nursery fees for those parents whose choose to pay by specifically Direct Debit will automatically be collected between the 1st and 7th of each month in advance. Any failed Direct Debit payments will automatically be attempted again- in the event of a reattempt being required a £15 admin fee will be applied to the invoice and collected as part of the reattempt. If the reattempt fails a child's place is immediately suspended until cleared funds are received.

In the event of non-payment: if full payment of nursery fees is not received by the 5th of the month in advance, a late payment charge of £15 shall automatically be applied to the outstanding balance of fees. If the fees are still not received by the 7th of the month, the late payment fee is increased to £30 and a child's place immediately suspended until cleared funds of all nursery fees and any charges due are received.

There will be a minimum period of 2 hours (during nursery opening hours) between making full payment of nursery fees and charges and a place being able to be reactivated and attendance recommence.

For the avoidance of doubt, payment of nursery fees and charges are payable in full during any period of suspension of attendance due to non-payment of fees in line with the nursery payment deadlines as noted within these Terms and Conditions.

If following on from the above, a place is suspended and nursery fees and charges are not then received in full by the 14th of the month, the nursery place shall automatically commence a one months' notice period.

At this point the debt shall be passed onto a debt collection agency, county court, bailiff and/or solicitor. Parents will be liable for the unpaid fees and charges up to the 14th of the current month plus the nursery's one month's notice period from the 14th of the current month to the 13th of the following month inclusive. Payment of nursery fees and charges are payable in full during any period of suspension or notice period due to the non-payment of fees.

Non-payment of nursery fees and/or the suspension of a place by the nursery does not constitute the formal start of the one month's notice period by either party except where specifically detailed above when fees remain outstanding on the 14th of the month.

Any fees or charges that remain unpaid will incur costs relating to their recovery which will continue to be added to the total outstanding amount payable and the parent/guardian undertakes to personally indemnify the Company against all such costs.

Upon either suspension or termination of this contract by the nursery due to the non-payment of fees a child shall cease forthwith to be admitted to the nursery and such suspension or termination shall be regarded as a formal demand for all outstanding fees, charges and costs including those due under the one-month notice period.

In the event of non-payment parents provide their express consent which cannot be withdrawn for the nursery to provide their personal details to but not limited to a debt collection agency, solicitor, county court or bailiff.

Payment of nursery fees for extras including but not limited to ad-hoc bookings, extra days, extra-curricular activities, services or products - will either be collected by Direct Debit mid-month, added to the monthly invoices or payable at the time of booking by Bank Transfer - parents will be notified accordingly depending on the extra booked. The nursery reserves the right to invoice and collect payment using Direct Debit for any such charges and costs. The nursery's policy "**In the event of non-payment**" applies to all fees for extras.

For all extra-curricular activities and outings booked on an ad-hoc/termly/annual basis, if a place/booking is confirmed, payment for the extra-curricular activities and/or outings will still be applicable in the event of non-attendance on the same terms upon which nursery fees are payable.

The cost and/or charges for an outing may or may not be available in advance of the event especially if organised at short notice, however all trips and outings are provided on a cost only basis and cover those costs relating solely to the trip. By consenting to your child to attend a trip you consent to cover the costs applicable in full whether such costs are known prior to the trip or not.

If a parent requests a 3rd party to visit the nursery for reasons related to their child and such a meeting involves dedicated or extra practitioners to be provided by the Nursery for the duration of such meeting, this will be charged at £15 per hour and invoiced rounded up to full hours subject to a minimum of one hour.

Dietary requirements and Lifestyle choices: the nursery cook is able to purchase and prepare food according to the needs and requirements of generally all children as required. In the event specific items of food are considered by the nursery unable to be included within the nursery fees, parents will be informed and advised of the additional cost to be applied to their monthly invoice.

3rd Party Payers and Custom Invoicing: the nursery reserves the right to charge a £15 admin fee per month for having to produce invoices for and/or input and submit payment requests via 3rd party payment methods such as the Childcare Grant Service. In the event of payment in arrears by any such 3rd party payer, the nursery reserves the right to request the parent increase the nursery deposit amount held on account to the level deemed appropriate by the nursery to avoid a place otherwise being suspended until the fees are paid in advance.

Refund of Payments made: the nursery can only refund payments made by Childcare Vouchers, the Childcare Grant service or HMRC Tax-Free Childcare scheme upon leaving the nursery with the required notice and once all fees and charges are received in full. No interim refunds can be made whilst a child attends the nursery and any overpayments will always be held on a child's account ledger and can be used towards the next months' nursery fees. Any other refund which can be permitted at the sole discretion of the Company during the period a child attends the nursery will incur a £15 fee to cover the associated costs.

Absence: the nursery does not permit the pro-rata deduction of fees during periods of absence from the nursery due to sickness, government quarantine or self-isolation guidance, or holidays (even if notice is provided) and closure periods of the nursery such as but not limited to bank holidays, public holidays, adverse weather, failure of utility and energy services or local infrastructure. The parent/guardian is therefore bound to make full payment as the nursery is resourced equally all year around.

To comply with legislation, notification to the nursery of a child's absence or sickness is always required. We kindly request this in writing always by email only, in advance where possible and at the latest strictly by no later than 11am on any given day of absence.

Advance notice of any absence due to planned holiday or similar is helpful for the practitioner team in terms of planning activities linked to a child's observations and development areas as part of the weekly and monthly room and educational planning. However, advanced notice is not required as all absence is payable and places covered for ratios at all times; however, we must know by 11am on the first day of absence at the latest to satisfy our regulatory requirements.

Extra days, Ad-hoc bookings and Non-Standard bookings (including term and wrap-around bookings): All extra bookings can only be made via email to nursery@astonpierpoint.com.

In the event a booking is made via another means other than email a £10 booking fee will automatically apply. In the event a child is dropped off without a booking request whatsoever, a £15 admin fee will automatically apply.

We endeavour to respond very quickly to all extra day booking requests made by email, whether for the same day or for a future date.

Regular ad-hoc and non-permanent booking patterns must be booked by email only. Once confirmed by return email, the booking cannot be changed, cancelled or sessions/days exchanged regardless of how far in advance the booking is made for.

The nursery reserves the right to charge a monthly administration fee for managing ad-hoc only or non-standard booking patterns - this will vary depending on the specific booking pattern. Ad hoc bookings are charged at the equivalent day rate based upon annualised fees under a permanent booking pattern.

Consistently booking the same session or full day as an extra booking six weeks in a row means it must be made a permanent booking.

Ad hoc bookings and Extra sessions/days must be submitted by email only, even if they are for the same day - our emails are always monitored, and we endeavour to respond very quickly. Due to our planning of practitioners, no cancellations or swaps can be made. Invoices will be based upon the dates requested by email/those available.

Extra sessions and days in addition to a standard permanent booking pattern may be booked and will be invoiced additionally at the extra day / extra session rate.

Term dates are set by the nursery and the nursery reserves the right to change them by giving one calendar months' notice. All Reception Year and above school wrap-around bookings are offered, booked and paid for in advance on a term-by-term basis with no refund should a child not attend or leave for any reason mid-term.

No discounts are applicable in conjunction with a non-standard, non-51 week, non-permanent or midweek only booking pattern (excluding Monday and Fridays).

Discounts: the nursery offers a discretionary sibling discount up to 10% dependent upon each child's individual and/or qualifying booking patterns at the time of joining. The sibling discount may be amended or removed with a subsequent booking pattern change should one occur. The discount is applied to the fees of the oldest child assuming both children have the same booking

pattern - should each child's booking pattern vary the nursery will decide what is to be applied to maintain a fair policy to all parents. No discounts are offered on part month bookings/part month attendance when joining/leaving the nursery, for months with part qualifying and part non-qualifying booking patterns, non 51-week or non-standard permanent booking patterns. Furthermore, full time discounts can only be applied to full and complete months full time bookings.

Parents on a Monday full day only booking pattern can bring their child in for 1.5 days of alternative free care to compensate for bank holidays. Monday full day only booking patterns have 7.8% of their bookings as bank holidays versus the next maximum amount of 4.9% for some 2-day booking patterns. As a result, we have decided it is fair to bring this down to 4.9% to match the bookings of many other parents who attend 2 days. Therefore, this means 2.5 days of the 4 x Monday full day bank holidays as paid absence bring it in line with other booking patterns, leaving us to provide 1.5 days of free alternative childcare to make it fair for parents on a Monday full day only booking pattern.

Booking changes: if you wish to alter a booking pattern please submit a formal booking change via email to nursery@astonpierpoint.com. No other form of communication to make a booking change can be accepted nor taken as notification by a parent. There is a one-month notice period for the reduction of a booking pattern regardless of whether the booking is currently active or planned to take effect, due to our resourcing arrangements. Like-for-like changes or increases in booking patterns can be made with immediate effect, subject to availability.

In the event of a request to reduce a booking pattern and a subsequent request to increase the booking pattern again, both the reduced booking pattern and increased booking pattern must both be in place for a minimum of two months. Over a rolling period of 12 months, there is a maximum average of one booking pattern request and/or change per 3-month period.

There is no limit how far in advance a booking pattern can be pre-scheduled for a one time change for another booking pattern on a permanent basis.

Furthermore, if the nursery believes multiple booking changes are being requested to circumvent the nursery absence policy, in order to be fair and equal to all parents, it can restrict the possible booking changes accordingly and notably where a child is absent from nursery on holiday during a period of a temporarily reduced booking pattern.

The nursery reserves the right to require a minimum of 2 sessions per week to be booked on a permanent booking pattern as well as limiting the number and/or frequency of changes to a booking pattern including cancellation and re-joining if it deems such changes to be unreasonable or in order to circumvent the Nursery's Terms and Conditions which are designed to promote the stability of our forward planning and resourcing of the nursery.

The minimum time between leaving and re-joining the nursery is a minimum of 3 months.

The exchanging or swapping of days booked under any booking pattern including but not limited to permanent, non-standard, regular ad-hoc or non-permanent booking patterns is not permitted.

Fees and Fee changes: the nursery fees are based on 51 operating weeks per year and divided equally over 12 months. The nursery reserves the right to change the said fees at any time upon giving one calendar month's written notice of the proposed changes. The fees quoted on the latest fee schedule and thus applicable to all active bookings supersede any fees quoted by email, telephone or other medium including those previously based on a previous fee schedule or in error. If a parent joins the nursery and in the time between enrolling and starting the nursery the fees have changed, the new/changed fees will be applicable to the booking which will be the same for all active bookings and parents of the nursery. All parents pay the same level of fees regardless of length of time at the nursery or time of joining, we always keep everything fair and consistent.

Fees for part months (starting at or leaving the nursery) or mid-month booking changes are calculated on a daily rate basis and revert to the annualised fees the month after, assuming no further booking changes are subsequently made or scheduled in advance.

Fees change to the Over 3s rate the month after the month in which a child's 3rd birthday falls and on the basis a child is fully toilet trained and able to move to the Pre-school room. Children aged 3 that need to remain in the Toddler room for an extended period due to not being toilet trained or due to parent requests will remain on the Under 3s fee schedule due to the additional practitioner ratios still being applicable under these circumstances.

For the avoidance of doubt, the fees for full months are payable as per the stated fee schedule, whereas the fees for part months upon joining the nursery, leaving the nursery or due to a booking change mid-month are charged on a daily basis for the month in which these events occur. No reconciliation of fees paid on a part month and/or annualised basis versus actual days attended is applicable nor can be claimed or requested by either the parent or the nursery regardless if in favour of the nursery or parent at any time nor under any circumstances.

Last Day at Nursery: the default booking end date, unless we are notified otherwise, will be fourth Friday in September in the year in which your child is due to start in Reception Year at Primary school. The booking end date can be brought forward at any time with the required one-months' notice. For any term booking patterns, the booking in the final year before starting school runs to the fourth Friday in September by default too.

We only store invoice and account information for 30 days after a child's last day of attendance at the nursery. Should you wish to raise any invoice, accounts or payment related queries, which should be made as they occur on an ongoing basis in any case and not delayed until a child leaves,

PMD Consulting (UK) LLP (OC378208) trading as Aston Pierpoint Nursery & Pre-School
34 Priory Road Hampton TW12 2PD
Tel 0208 979 5005 | Email nursery@astonpierpoint.com

we are only able to handle and reply to these within 30 days of a child's last day of attendance. After this time we are unable to provide any answers or feedback and any such requests or demands are deemed null and void.

Termination and Notice Period after starting at nursery (excluding circumstances concerning non-payment of nursery fees): either party may terminate this agreement by serving one calendar months' notice in writing or as stated above under the heading labelled "**In the event of non-payment**".

Leaving the nursery and re-joining to avoid fees payable or to circumvent the nursery's terms and conditions is not permitted, the minimum time between leaving for re-joining is 3 months.

Notice served by parent/guardian's must be provided in writing only and sent by email only to: nursery@astonpierpoint.com. Please note that no other form of communication shall be accepted. During the said one-month period, the nursery undertakes to continue to admit the child (except in circumstances covered "**In the event of non-payment**") and the parent/guardian undertakes to pay all fees, charges and costs due as per the above Terms and Conditions

Failure to provide notice or less than one calendar months' notice results in the parent/guardian to be liable for one calendar month's fees. Should all fees due to the nursery, in lieu of notice not being provided as per the Terms and Conditions contained herein including but not limited to no notice or less than one calendar months' notice, not be settled within 7 days the debt shall be passed onto a debt collection agency, county court, bailiff and/or solicitor.

At this point additional third-party costs relating to the recovery of fees will continue to be added to the invoice until payment of all outstanding fees, charges and costs are received, and the parent/guardian undertakes to personally indemnify the Company against all such costs. Upon either suspension or termination of this contract by the nursery the child shall cease forthwith to be admitted to the nursery and such suspension or termination shall be regarded as a formal demand for all outstanding fees, charges and costs. Fees are still payable when a place is suspended and/or terminated due to non-payment of fees in line with the terms contained herein.

The nursery reserves the right to cancel a place with no notice or with a month's notice as it deems suitable for the failure to pay all nursery fees, costs and charges as per the required timescales stated within these Terms and Conditions.

Under circumstances whereby if in the reasonable opinion of the nursery manager or deputy manager, it is considered that the continued presence of the child and is detrimental to the health, safety or well-being of the child or the nursery environment as a whole, other children of the nursery, teachers or other practitioners so engaged, then the nursery may serve notice to or request of the parent/guardian for the child's place to be immediately cancelled under which

circumstances the provision of any notice period shall not apply and only fees, costs and charges applicable up to and including the date of immediate cancellation are to be paid by the parent. The nursery reserves the right to cancel a place with no notice or with a month's notice as it deems suitable for the failure to pay all nursery fees, costs and charges as per the required timescales stated within these Terms and Conditions.

Under circumstances whereby if in the reasonable opinion of the nursery manager or deputy manager, it is considered that the continued presence of a parent(s)/guardian(s)/family member attending the nursery is detrimental to the health, safety or well-being of the child or the nursery environment as a whole, other children of the nursery, teachers or other practitioners so engaged, then the nursery may serve notice to or request of the parent/guardian for the child's place to be cancelled with one months' notice.

A nursery place will be terminated, with one month's notice payable, in circumstances where practitioners or management are harassed or pressured into circumventing any nursery policy or procedure.

Funding, External Payment Providers and Part Session Bookings: funding hours and monies are annualised over the remainder of a child's booking at the nursery and no refunds are offered should a child leave mid-term and/or before the default booking end date.

In the event a child leaves after one term of funding and/or commences at a school nursery, should more funding have been applied to a child's invoices or credits made to parents greater than the actual funding received by the nursery, the parent undertakes to repay the nursery such sums within 7 days of a written email request. In the event of non-payment back to the nursery, the "In the event of non-payment" terms and conditions apply in full.

If a parent reduces a booking pattern or cancels a booking mid-term to which funding applies, the funding applied to a child's attendance/invoices for the same/current term will be reduced and/or cancelled accordingly regardless of funding received. The nursery does not offer any free hours nor the exchange of funded hours, days or the application of funding.

If either 15 and/or 30-hour funding is not received for a child, regardless of the reason but 15 or 30 hours funding has been credited to any invoices, the parent undertakes to repay the nursery such sums within 7 days of a written email request. In the event of non-payment back to the nursery, the "In the event of non-payment" terms and conditions apply in full.

If any payment due from any 3rd party paying on behalf of a parent does not reach the nursery within the nursery's payment deadlines and conditions, the parent undertakes to repay the nursery such sums within 7 days of a written email request. In the event of non-payment back to the nursery, the "In the event of non-payment" terms and conditions apply in full.

In the event funding forms are not received by the required deadline set the nursery (subject to giving the parents a minimum of one weeks' notice) there will be an administration fee of £20 applied to the next invoice for part completion and liaising with the parents to produce a completed and signed form. The nursery also reserves the right not to apply funding towards any invoices in the event a funding form is not received by the stated deadline set by the nursery.

The nursery does not offer any fully funded places whatsoever - any implication or perceived offer or understanding of such a place is not valid and this term supersedes any written and/or oral communication on such a matter.

From time to time we may offer Part Session and 2 Year Funded places on a strictly term by term basis only and cannot guarantee whatsoever that a place will be available for the following term. Furthermore, during a term we reserve the right to amend such session times and/or days at any time upon giving 1 weeks' notice for Part Session and 2 Year Funded places. Should a place no longer be available at the nursery for your child for the following term, on the basis your child has completed less than one full term at the nursery and that all funding and fees have been received up to date, we will refund 50% of the registration fee - any shortfall in funding or fees received will be deducted from the registration fee and/or deposit. However, if we can offer a minimum of 10 hours of 2 year funded hours across the same or different days and/or session times and you chose not to accept the session days and/or times then no refund of the registration fee will be made - in this instance, on the basis all funding has been received up to date the deposit (if applicable) will be returned, with any shortfall in funding or fees being deducted from the deposit. Please note that as such places are offered on exclusively on a term by term basis, once your booking has been accepted by the nursery (defined as emailing you a settling-in invitation letter) the place cannot then be cancelled for that full term and funding will not be released to go elsewhere. Therefore, all funding from the local authority will be paid to and retained by the nursery irrespective of your child's attendance in lieu of reserving and resourcing in advance for a place for your child for the full term.

In addition, the following also applies to Part Session Bookings: fees for, but not limited to, food, licencing costs for each child's booking and learning journal, extra-curricular activities run at the nursery and local outings and their associated costs within the immediate vicinity of the nursery are payable by the parent directly, which are in addition to the local authority funding received by the nursery. These fees are either set on a fixed basis per full term and payable over the first three months of the term or charged on an ad hoc basis. These fees are payable in accordance with standard Nursery Fees (please see terms above) and as such are payable irrespective of attendance, regularity of participation, cancelation of lessons by third parties or voluntary non-participation. In the event of non-payment, the above terms and conditions will apply.

Child Medical information: parents are always obligated to inform the nursery and under all circumstances of any medication that their child is receiving on both a long-term basis as well as any ad hoc medication. Information must be provided in good time, strictly via email/nursery medication form, and never later than 15 minutes after drop-off to the nursery. In the event a parent fails to provide full and accurate medical information related to their child whether ongoing or specific to an individual day, the nursery reserves the right to cancel a place either with immediate effect or with one months' notice as it deems suitable to the circumstances. The nursery may need to notify the relevant authorities should it be deemed a notifiable safeguarding event.

In the event the nursery deems a parent not to be taking suitable action to clear a simple medical condition, such as headlice for example, the nursery may suspend the place with full fees payable until such a time the condition is treated. Full fees and charges are payable in the event of a place being suspended in these circumstances.

The nursery reserves the rights to amend exclusion periods for any medical conditions without notice if deemed in the best interests of the nursery environment and the children in attendance.

Opening times: the nursery is open from 7.30am to 6.30pm Monday to Friday and full day fees are for attendance any time within this period. Part time sessions are from 7.30am to 1pm (2pm by arrangement) and from 1pm (12pm by arrangement) to 6.30pm. The nursery is closed each year from 25th December to 1st January inclusive and all UK Bank/Public Holidays.

Fingerprint access: it is a condition of attending the nursery, that all parent/guardians and directly related family members on the collection form are required to register their fingerprint to gain access to the nursery - using the intercom buzzer to gain access to the nursery for drop-off and collection is not permitted.

Only directly related family members or persons formally engaged via contract (proof will be required together with passport ID) by a family of the nursery can be added to the fingerprint system. The nursery reserves the right to refuse any persons to be added to the fingerprint system and to refuse the right of any person other than a child's parents to attend and/or drop off to and/or collect a child from the nursery.

Your fingerprint should work every time if placed correctly onto the reader - should you experience any issues please inform the nursery manager by email.

Famly App and eyLog: enrolment at the nursery is on the condition parents accept Famly App and eyLog are used for communication of photos, videos, observations and assessments on their child and the nursery classes as a whole.

Security: the nursery may at any time have CCTV cameras monitoring and/or recording audio and visual located both inside and outside the premises. The data contained is strictly for the nursery's use only and any request for access to such data will only be granted if legally required to co-operate with a law enforcement agency.

Collection: we require written and signed consent as well as a valid passport as photographic ID and password, strictly as per our Collection Policy, to allow any designated adult to collect a child. No one under the age of 18 may collect a child from the nursery.

Parents are kindly requested to never attempt to ask nor pressure the practitioners or management to circumvent the nursery's strict collection procedures. Any parent attending the nursery suspected to be under the influence of alcohol or drugs will not be permitted to collect a child and one months' notice to cancel the place may be served should such circumstances occur.

Non-Collection of a child: if a child remains with the nursery after nursery hours, we will continue to care for them in a safe and caring environment. A charge of £5 per 5 minutes will be made. Parents must adhere to our opening times and respect our practitioners' working hours. In the event of failure to comply with closure times the nursery reserves the right to terminate a child's place.

For drop off earlier than 5 minutes before a session start time or collection 5 minutes after a session end time, an automatic £10 charge will be applied as an extra hour is booked and paid for by many parents regularly and so the charges must be fair and consistent for extra time used.

Bouncy Castle: you consent to your child using the nursery's bouncy castle on site within the nursery gardens unless you have stated in writing by email specifically to refuse such permission.

Parent Workshops: the nursery runs parent workshops throughout the year for parents to attend - places are confirmed by return email when a new workshop notification is emailed out by the nursery manager. Due to limited spaces we can generally only admit one parent per family.

Should you have a place booked on a workshop and cancel less than 24 hours before the workshop is due to start, a £10 fee will automatically be charged and added to the next month's invoice.

Nappies and wipes: parents/guardians are required to provide nappies and wipes. If nappies and wipes have been requested of the parents/guardian, but nothing has been provided at the point of next drop-off, the nursery will supply nappies and wipes at a cost of £5 per day.

Spare clothing: we always require two sets of spare clothing to be kept at the nursery, one in the child's nappy change box and the other in their nursery bag. If sufficient spare clothing is not provided, and spare clothing is needed for a child, the nursery will provide the required clothing at fee of £7 and such clothing does not need to be returned and the cost shall be added to the

following month's invoice. Persistent failure to provide spare clothing will result in an administration charge of £10 per occasion.

Uniform: uniform purchased by parents where required is not refunded upon leaving the nursery regardless of duration of a child's attendance.

Labelling of clothing and shoes: please label your child's shoes and jackets/outerwear especially - this helps us identify your child's specific clothing in case other children have identical clothing. The nursery does not accept any liability for loss or damage to clothing or personal items brought into nursery.

Nursery policies and procedures: we adhere to a range of policies which are always available to parents. Please speak to the nursery manager if you wish to know more about our nursery policies and procedures.

Child welfare: as Early Years Providers, we have a duty under section 40 of the Childcare Act 2006 to comply with the welfare requirements of the Early Years Foundation Stage, under which providers are required to take necessary steps to safeguard and promote the welfare of young children. Should your child become ill during nursery hours, a nursery practitioner will contact you. If your child is suffering from an illness that may cause cross infection, discomfort or distress you will be asked to collect them. Our full sickness policy is issued upon the first visit. Parents are required to sign that they have read and agree to abide by it.

Babysitting: we may allow some of our practitioners to babysit. We reserve the right not to allow any practitioner to babysit for any customers if it is deemed by the Company not appropriate to do so. If we do allow babysitting, for each and every day of babysitting required, a nursery consent form must be completed by the parent. However, parents must be aware that in doing so they accept that our obligation to report concerns regarding the welfare of their children under our safeguarding policy remains effective within their home. The nursery is not responsible and accepts no liability whatsoever for any actions, damages or injuries by any individuals including its practitioners outside of the nursery boundaries and/or hours.

Practitioners are not permitted to drop off or collect children from the nursery during their working hours nor undertake Babysitting on anything other than an ad hoc basis (maximum once per week) on the provision the nursery has provided consent on each occasion prior. Should the nursery consent to a child being collected from the nursery by a current practitioner, the child is not permitted to come back to the nursery on the same day.

Furthermore, please note that any former practitioner no longer engaged by the nursery are not permitted to drop-off and/or collect any children from the nursery after the end of their last day working in person on site. Attendance of a child will be prohibited in such circumstances

whilst fees would still be payable, and notice served on the place in the event of a breach of this policy.

Insurance: we carry liability insurance policies and adhere to strict health and safety standards. However, we do not accept responsibility for loss or damage to property or accidental injury. We do not accept any liability for loss or damage to any personal belongings or equipment brought to, or left at, the nursery. In the event of minor accidents, you will be informed and notified by email. Should a parent/carer bring another child with them to the nursery, the responsibility for that child remains with the parent at all times and we ask that they are supervised at all times to ensure the safety of younger / other children - we do not accept any liability for any loss or damage to property or injury to children not attending the nursery and/or in the company of a parent/carer attending the nursery. The nursery accepts no liability for accidental injuries. We will only complete an Accident Form for accidents that occur during the time in which a child is in our care and which are witnessed by a practitioner of the nursery.

Data protection: In compliance with current UK Data Protection legislation and GDPR we are registered with the ICO and any information you provide to us will be kept secure and treated confidentially. The data collected will only be used by PMD Consulting (UK) LLP and its directly and wholly owned subsidiaries and will not be disclosed to any external sources without your prior consent unless stated within these terms and conditions and/or we are required to by law or in order to uphold the nursery's policies and procedures and/or safeguarding and welfare requirements of the EYFS.

Non-Solicitation of nursery practitioners: if a practitioner of the nursery is engaged to care for a child previously registered with the nursery, the child's parent/guardian will be liable to pay costs for breach of contract. This is effective within and up to twelve months of a practitioner terminating their services with the nursery.

The parent/guardian of the child, the subject of this registration form, hereby agrees that during the term of this agreement and for the period of twelve months following its termination (howsoever terminated) that he/she will not seek to whether directly or indirectly employ, engage, entice away or attempt to entice away from the employment or engagement of PMD Consulting (UK) LLP any person or persons employed or engaged by the Company at the date of termination of the agreement between the Company and the parent/guardian or any person or persons who was employed or engaged by the Company in the twelve months preceding the date of termination of the agreement between the parent/guardian and the Company.

If the parent/guardian shall breach the clause then he/she agrees to personally indemnify the Company with an immediate fixed settlement (payable no later than within 7 days of the breach of contract occurring) of financial compensation equal to twelve month's based on the average

monthly payment made to the practitioner over the previous 3 months when employed or engaged at the nursery.

Variation of the Nursery's Terms and Conditions contained herein: there shall be no variation of this agreement unless it is in writing and made only between the nursery owner and the parent/guardian, any such agreement being in writing with one month's written notice. It is hereby recognised that the nursery is owned by PMD Consulting (UK) LLP and the practitioners at the nursery are engaged by the Company.

The practitioners at the nursery are not authorised to: bind the Company in respect of the variation of any terms of this agreement or any other such agreement; enter into agreements be they oral or written with the parent/guardian; make any representation as to the rights of the Company to take legal or other proceedings.