



## **Belmont Farm Nursery School Limited**

### **Terms and Conditions**

Belmont Farm Nursery School Limited ("the School") is a company registered in England and Wales under Company Number 11161349 which has its registered office at Moss House, 15 Brook's Mews, London, UK, W1K 4DS.

The following terms and conditions are incorporated into the Agreement for the provision of early years care and education for your child at our School. Throughout this Agreement the School may be referred to as "we" and the Parent(s)/Legal Guardian(s) may be referred to as "you". The School is fully insured and our Employer's Liability and Public Liability Insurance documents are displayed in the reception area.

#### **Reserving Your Child's School Place**

If you would like your child to start with us you will need to confirm, via email or phone call, with the school secretary ([info@bfnschool.co.uk](mailto:info@bfnschool.co.uk)). You should confirm the ideal month you would like and the days/sessions you would like them to attend. If we can offer a place, we will then send you out an Acceptance Pack.

**Once you have paid your Registration Fee and Deposit your child's place at the school is secure, unless unforeseen circumstances occur, where the nursery would give a terms notice of any session changes to your booking, or place.**

**If you subsequently decide before your child's first completed day at the school that you no longer want to take up this place, you will forfeit both the Registration Fee and the Deposit Fee, which are non-refundable.**

#### **Parent Bond**

If you reside overseas, or in the United Kingdom on a temporary basis (for example on secondment or in diplomatic service), the School may require you to pay a Parent Bond and the amount of any Parent Bond will be set out in the Offer Letter. The Parent Bond will be refunded (without interest) one month after your child has left the School provided that you have given the correct period of notice of termination and you have complied with your other obligations.

#### **Additional Care and Change of Sessions**

Subject to availability and the school's minimum session requirement, you may increase or decrease your child's booked sessions, you must give at least one term's (three months) prior notice in writing expiring (in the case of decreased sessions) on the last day of the month. No sessions may be swapped.

## **Your Child's Health and Care Requirements**

You confirm that in the Interest Form you have provided the school in writing with all your child's relevant health and care requirements, including details of any allergies/intolerances and medical conditions. The nursery must be made aware of this before start date in order to follow statutory guidelines. During your child's first 'settling in' session you will be required to provide further information about these, and all information must be confirmed in writing by your GP. You must, and it is your responsibility to, promptly notify the school of any change in or addition to this information. During your settling in sessions you will also be asked to produce your child's immunization records.

## **Contact Details**

You must also provide the school with up-to-date contact details for yourself and for any person authorised by you to make contact with the school concerning your child or to pick up your child from School. Each child will need a sufficient amount of emergency contacts – three or more. If there is any Court Order or signed custodial agreement relating to any care arrangements for your child, you must provide a copy to the school. You must state this in the starting pack you complete upon your first settle.

## **Illness**

No child may attend School if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free. Your child must remain away from the School for **48 hours** from their last bowel/ sickness episode or cleared to return to School by a doctor to ensure that they are no longer contagious and are back to full health. If a child has a temperature or has been given Calpol they are not to attend the setting without approval of the Principal, the Principal is the only one who can make exceptions for circumstances such as teething. A child must be without a temperature or Calpol for **24 hours** before attending.

## **Notification of Absence**

If your child will not be attending, you must notify the school as early as possible on the first day of your child's absence. There are multiple ways of doing this; calling us on 02031469655 or signing your child off on the Famly app with the reason they are off. The nursery will track and monitor absences and have the right to raise this with local authority teams such as MASH if we feel there is a concern. Personal circumstances will always be taken into account.

Once a child is marked off, the nursery has the right to offer this session as an ad hoc to another family. If enough notice is not provided, the ad hoc sessions must be honoured.

## **Medication**

If your child should be injured or become ill while at School, we may administer first aid, arrange for your child to obtain medical assistance, or require you to collect the child before the end of the Session. If we are unable to contact you or your authorised contacts we may give to your child certain types of non-medically prescribed medication to reduce your child's temperature, for example, or to respond to an allergic reaction as the School deems appropriate. Therefore, we cannot stress enough the importance that

you notify the school when you have given either non-prescribed medication or prescribed medication to your child before bringing them into School. Failure to notify the school may result in your child's place at the nursery being terminated.

### **Sunscreen**

We may apply sunscreen to your child before they go outside. If you wish you may supply your own sunscreen so long as it does not contain any allergens which may cause risk to other children.

### **Attendance whilst injured or on medication**

Your child's attendance at School whilst on medication or if they have been injured, e.g. by suffering a fracture or sprain, or damage to their eyes will be at our sole discretion.

### **Activities**

It is common practice for staff members to take children on walks, trips or other activities within a reasonable distance of the School. If the activity is to take place outside the grounds of Belmont Children's Farm you will always be notified of the day when this is to take place.

### **Safeguarding**

We have an obligation to report it to the relevant authorities if we have any suspicions that your child may have suffered from neglect or abuse, and we may do so without your consent and/or without informing you.

### **Opening Hours**

The Nursery is open Monday to Friday, from 8.00 am to 6.00 pm each week and is closed for public holidays and on other designated days: **see the "Term Date" document** provided which sets out the dates when the School is closed. The Nursery will close at 5pm on Parents Evening dates which will be confirmed one month in advance as per our Terms & Conditions. Children are required to attend the Nursery for a minimum of 4 half day sessions or 2 full days, 1 of which must be a **Monday** or a **Friday** when choosing full days, and a **Monday** and a **Friday** half day when doing half day sessions depending on availability.

### **Collection**

You or your authorised contact (who must be over eighteen years old) must collect your child from School. If your child is not collected by the specified closing time the school will try to contact you or your authorised contact to agree your child's collection but if we are unable to do so, we may call Social Services and/or such other government bodies as the school deems appropriate.

If you are late collecting your child, we will charge you a late collection fee. It is a legal requirement that children travel in age-appropriate car seats so that if you are proposing to collect your child without an appropriate car seat then the school will not be able to release the child into your care to leave the school.

## **School Fees**

The school may review its fees and amend them on providing you with a term's (3 months) advance written notice. Please see the Fee Structure Page as to dates when payments are required, interest payable on late payments, additional fees payable for late collections and failed payments, and other ancillary payments.

### **Payment of Fees (in accordance with the document on Fee Structure)**

Monthly Invoices will be emailed to you around the 20<sup>th</sup> of each month, showing the exact number of sessions you have arranged for your child to attend each month therefore the amount of your monthly invoice may change from month to month.

Payment by cash is not accepted.

The first month's Fees can be paid by BACS, Credit or Debit card. There is an extra charge of 1.8% applies to card payments made on site.

All BACS and Voucher payments must be made so that it clears in our bank account by the 1<sup>st</sup> of the month. Fees are paid in advance not in arrears. If payment is not cleared by the 1<sup>st</sup> you will be contacted and if your payment is not cleared by the 7<sup>th</sup> of the month you will be charged a £50 late fee. If any amount is still outstanding on the 14<sup>th</sup> of the month we will write to you to confirm and your child will be excluded from the School until the account is settled.

If you fail to settle your accounts by the 1<sup>st</sup> on repeated occasions, then we may cancel the child's place at the school and any deposit held by us will be used against any outstanding debts, any balance after monies have been deducted will be returned.

### **Extra Sessions**

Extra sessions must be booked and paid for before they commence. You will need to request this from the Principal or Secretary via our Family app who will confirm the session can be offered via a message back on our Family app. If you need to cancel the additional session you will be given credit to carry forward you must give at least five working days' written notice in advance of the cancellation and your account will be credited with a refund, against the next invoice.

### **Mid-month Starts**

If your child starts part of the way through a month, you will be sent an invoice which must be paid before the last 'settling in' session at the School in readiness for your child's first full session. This date is to be agreed when booking in settling in sessions before starting with us.

## **Payment by Vouchers**

Any parent paying fees with vouchers will be required to pay the first month's fees in full without vouchers. If you are paying with one or more vouchers, a voucher agreement for each voucher must be completed and handed into the School Office. Tax Free Childcare codes can be sent to the accountant.

For BACS payments there are separate accounts for fees and for deposits. In either case, please use your child's name as the reference for the payment so we are able to allocate the funds correctly.

## **Parental co-operation**

At Belmont Farm Nursery School, we believe that parent involvement is crucial to create an environment where children feel supported and valued. In order to meet the needs of the children who attend the School we expect parents to support the School and its ethos and in doing so you agree in good faith to:

- Work in partnership with the teachers and staff;
- Inform the School promptly of any concerns;
- Respond to concerns raised by members of staff;
- Support the high standards of behaviour and security in the School
- Ensure that one or both parents attend bi-annual parents evenings
- Provide the School with a copy of the child's 2-year health check
- Ensure that absence from School is reported as soon as possible with the reason they are off
- Ensure that children are dropped off by 9:30am and 2pm so they are able to be a part of the full day's activities
- Support the School's inclusion and equal opportunity policies
- Inform the nursery if you have given your child any non- prescribed medicine in the morning before bringing them to School.
- Follow our sickness and time away from the School policy, to prevent illness being spread around the School.
- Treat teachers and office staff in a dignified and professional manner, encourage the child to show respect for others both in and out of School and encourage the child to have a positive attitude to the School
- Observe parking procedures and regulations
- Ensure all updated documents sent out by the nursery are read at point of sending, and any responses to this are made promptly.

## **Force Majeure**

The School will not refund any Fees or be in breach of this Parent Agreement or otherwise liable to you by reason of any delay in performance or non- performance of its obligations due to any event outside its reasonable control. Such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, viruses, epidemics, pandemics, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as highway and public transport delays or failures) If the School applies any discretionary

discount to Fees, this discount will be solely as a gesture of goodwill and will not constitute any variation of the Parent Agreement.

### **Termination of this Agreement by the Parent**

If you wish to terminate this Agreement and withdraw your child's place, you must give at least one term's (three months) written notice in writing. To give notice, please email [info@bfnschool.co.uk](mailto:info@bfnschool.co.uk) stating 'termination' in the subject.

### **Termination or Suspension of this Agreement by the School**

The School reserves the right to terminate or suspend your child's place with immediate effect and without notice if you breach this Parent Agreement. Fail to pay fees when due or exhibit unacceptable behaviour; or if we, at our sole discretion, consider termination to be in the best interests of the School and/or the welfare of your child, other children at the School or staff. If the suspension continues for a period of more than 28 days this agreement will be terminate automatically. Fees will continue to be payable during suspension and the school reserves the right to retain any fees, deposit and/or Parental Bond.

### **Contracting with Nursery Staff/Out of hours babysitting**

If during the course of this Agreement or within three months (excluding holiday periods) after its termination any member of the staff of the School leaves our employment or reduces their hours of work in order to work for you, you will pay to the School a Recruitment Fee amounting to 20% of the annual gross market rate salary of the member of staff concerned or of an individual with equivalent qualifications and role as the former staff member, whichever is the higher.

If you employ a member of the School staff to care for your child during the hours when they are not employed by us, you must notify the School in writing in advance. The staff member concerned may not bring the child into work or take them home after work.

During any out of hours care confidentiality of employment must be adhered and respected, parents are reminded that any questions or quires around their child or the nursery must be addressed through the correct channels e.g. parents evening and the Family app. Nursery Staff are not permitted to socialise with parents out of hours. E.g. children's birthday parties or family events. Nursery staff are not permitted to have parents on social media platforms.

To ensure out of hours babysitting does not interfere with the performance of duty, babysitting can only be offered on weekends (Friday and Saturday). For special circumstances written authorisation must be obtained by the Principal.

Any such arrangement will be between you and the staff member and the School shall have no liability or responsibility for any loss, damage or injury arising out of any such arrangement.

## **Photographs Policy**

Parents who approve access to group photo uploading to Family must not, under any circumstances share images of other children on any social media platforms without permission from the child's parent. Any parent found doing so, will be removed access to the group photo uploading and receive a limited upload of private photos of their child.

## **Privacy and Data Protection**

We will only store relevant information to enable the School to offer outstanding care and education to the children who attend our Sessions. All information will be kept secure on our computer systems, and current children's information will be kept secure on our online systems and locked in fireproof storage, archived files will be kept secure on our online systems and in storage. All information relating to children will be kept for up to 25 years and then responsibly destroyed. If you have any questions relating to the information we require from you then please contact the School Principal.

The School processes personal data including but not limited to sensitive data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; employment information if relevant; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records (Personal Data) for the following purposes:

- (1) to ensure a safe, healthy and successful environment for your child;
- (2) to administer first aid/medical care when necessary;
- (3) to comply with government regulations and School policies and procedures;
- (4) to aid in the administration of services;
- (5) to allow any employer to assess utilisation and quality of services information if applicable;
- (6) staff training and development, and
- (7) market research

The School may share Personal Data in the following circumstances:

- (1) if you receive government funding, the School may share Personal Data with the funding provider;
- (2) if you receive childcare as an employee or student benefit, the School may share utilisation and quality of care information with your employer/education provider;
- (3) with any other setting your child attends or may attend;

- (4) third party processors that are subject to confidential non-disclosure agreements;
- (5) as required by Court Order, law or regulation; and
- (6) with the relevant authorities in accordance with its policies and procedures and regulatory requirements if the School suspects child abuse and/or neglect

The School may transfer Personal Data outside the European Union subject to the requirements of data privacy laws. For full details on Belmont Farm Nursery School's Privacy Policy see [www.belmontfarmnurseryschool.co.uk](http://www.belmontfarmnurseryschool.co.uk).

## **Complaints**

If you wish to make a complaint you may do so by writing directly to the School Principal who will respond within five working days of receiving your letter. You may also contact Ofsted directly, please see their website for further details.

[www.gov.uk/government/organisations/ofsted](http://www.gov.uk/government/organisations/ofsted)

## **Nut Policy**

Please be advised that although we operate a no nut policy in our kitchen, we do have a selection of nuts in our forest school and garden areas. Therefore, we cannot guarantee a no nut environment within the nursery premises.

We have this information outlined in our interest form, terms and conditions, parent pack and on our website. Parents are asked to complete a nut consent form to acknowledge that we cannot guarantee a nut free environment.

## **General**

1. The School will not be responsible for any items left by you at the School, including without limitation, push chairs, prams, car seats and clothing.
2. The Nursery may unilaterally change any provision of this Agreement without notice to you, where such change arises from regulatory or legislative requirements.
3. The School may make any other changes to this Agreement on giving to you not less than one month's prior notice in writing.
4. This Agreement shall be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.
5. No refund will be given for days, or place held, when the School is closed nor for days when the child is absent due to illness, holiday.



6. The School may offer any illness or holiday absences to other parents as ad hoc sessions. If enough notice is provided, the ad hoc session will be cancelled to ensure the child absent has their original session. If enough notice is not provided, the ad hoc sessions must be honoured. As above, no refund will be given for when the child is absent due to illness, holiday.
7. If your child attends on any of the closure dates specified on the 'term dates' letter, you still pay for the session.
8. For funded children, regarding additional charges for meals, activities, and consumables the Nursery reserves the right to make changes to prices at any point however the Nursery will aim to give 4 weeks' notice where possible.
9. The onus is on parents to be aware of, make a record of, and remember the attendance days and hours they have agreed to for all future periods.
10. A notice of 3 months (a term) must be provided for booking pattern changes and termination of place.