



# Polkadot Childcare

## Terms and Conditions

### General Information

Polkadot Day Nurseries Ltd, trading as Polkadot Childcare, hereinafter referred to as 'the nursery' offers places to children who attend the nursery on the following terms. These terms and conditions relate to the contract between the nursery and the parent/carer.

The prevailing Admissions Policy and Price List together with your Registration Form and Parental Agreement apply in conjunction with these Terms and Conditions.

We are open from 7:30am to 6:00pm, Monday to Friday for 51 weeks of the year. Please see the Parental Agreement for details of the dates for this academic year. Our fees are increased each September but we reserve the right to change them at any time given one month's written notice.

Children's holidays are payable in full whilst the nursery is open.

### Registration

- All children using the nursery must be registered with a fully completed Registration Form. This is to ensure that medical and contact details for any child are available in case of an emergency.
- A non-refundable registration fee of £50 per child is payable on submission of the completed Registration Form.
- This registration fee also entitles each child to two 2-hour settling-in sessions.
- A registration fee is not required for the **CHOICE 2** sessions. If settling-in sessions are required then these will need to be paid for at the time of booking.
- Minimum sessions are two days per week of 9am – 3pm, whether the booking is All Year Round or Term Time Only. This applies to all children due to settling-in and continuity.

### Deposit

- A deposit of £100 for each child is payable with the completed Registration Form.
- The deposit will be refunded following settlement of the final account.
- The deposit will be returned if the nursery cannot offer a place with the sessions and days required.
- If a place is cancelled prior to the start date, the deposit will be forfeit.
- If a start date is deferred by the parent/guardian, a retainer fee set at 30% of the monthly fees will be charged to cover the period between the original start date and the deferred start date.
- A deposit is not required for **CHOICE 2** sessions.

Children who do not have a completed Registration Form and/or have not paid the deposit and registration fee (when appropriate) cannot be accepted into the nursery.

### Cancellation / Reductions to your Booking

For the first 3 months after the child's planned start date, a child's sessions/place cannot be reduced or cancelled. If the agreement is reduced or cancelled within these 3 months then the full 3 months of childcare fees, based on the original booking pattern, will become payable by the parent/guardian to the nursery.

After your child's first 3 months have passed, the notice period reduces to our standard terms of at least one calendar month, given on the 1<sup>st</sup> day of the month, for the remaining term of the contract.

Full fees apply for all pre-booked sessions and extra sessions whether or not they are used. The pro-rata reduction of fees if your child is absent from the nursery due to illness or holidays whilst the Nursery is open is not permitted. In the event of payment not being made then the Nursery reserves its right to terminate this agreement.

Your child's contract automatically ceases on 31<sup>st</sup> August in the year they move to school if you have not already given us one calendar month's written notice on the 1<sup>st</sup> day of the month of an earlier leaving date. If you wish to book an extension into early September, this must be done separately.

### Fee calculation in any month where the booking pattern changes

In the month where a booking pattern changes, the fee will be calculated for the lower number of sessions (eg the beginning part of the month if the number of sessions are increasing) and the new sessions (eg at the end of the month) are added at the actual fee as per the prevailing price list.

### Payment

- Payment of nursery fees to the Nursery for the child's attendance at the Nursery shall be made by the parent/guardian monthly, in advance, on the first day of each month (the due date).
- **Payment by Bacs:**  
**Account Name: Polkadot Day Nursery Ltd:**  
**Account No:43536158 Sort Code: 60-20-41**  
**Please use your child's full name as the reference**
- Payments can also be made using Childcare Vouchers, Tax Free Childcare or by Credit or Debit cards over the phone.
- Childcare Vouchers and Tax Free Childcare payments received after the 1<sup>st</sup> of any month will be allocated to the following month's fees.
- We do not accept payment by cheque or cash.
- If payments are cancelled or returned by the bank, we reserve the right to charge a fee of £25 to cover costs.

### Non-Payment

Any fees paid after the date stated on the invoice, will be subject to a late payment charge of £25 per week until full payment is received and cleared. Failure to settle all fees and/or penalties when due may result in the nursery taking action (including

legal action) to recover all outstanding debts. Children will be excluded from attending the nursery until the invoice and penalty charges have been settled in full.

### Late Collection

- If a child is not collected at end of booked session, then a charge of £10.00 per additional hour, or part thereof, will be charged.
- In order to facilitate a handover, you will need to be in the building 10 minutes before the end of the child's session.
- All children MUST be collected by 6pm.

### Extras & Swaps for children with no funding and those on a **CHOICE 1** option

- Extras and Swaps are both subject to availability.

#### Extras

- Extra sessions / days may be purchased up to four weeks in advance.
- Extra sessions that are booked within the same working week as the session being taken will be available at 50% of the 'Term Time Only' rate.
- Extra sessions that are booked for the following week or a later date are charged at 100% of the 'Term Time Only' rate.
- Extra sessions are paid for at the time of booking and are not refundable if the booking is later cancelled or the child does not attend.
- Extra sessions are not confirmed until they have been paid for. Extra sessions cannot be paid for with childcare vouchers unless they are received in advance of making the booking.
- Swaps are not available for extra session bookings

#### Swaps

- The ability to swap up to 5 sessions per year, with no additional fees, based on the number of days per week that the child attends the setting. (2 days per week allows 2 swaps per year.) Any further 'swaps' will be charged at 50% of the sessions(s) that you are swapping to in addition the cost of the original session. (NB A 'Term Time Only' swap has to be swapped to a date within the 'Term Time'.)
- Swaps must be booked 48 hours in advance of the original session that you wish to swap from.
- Swaps are not available if the child is sick for the session that they were originally booked in to attend.

#### Social Media

- Parents are not expected to post pictures of children other than their own children on social networking sites
- Parents should make complaints through official nursery channels rather than posting them on social networking sites
- Parents should not post malicious or fictitious comments on social networking sites about any member of the nursery community

## Grounds for Exclusion

- Any child who is suffering from any condition on our 'Communicable Diseases' list must stay away from the nursery for at least the minimum exclusion period stated on that list.
- Any child suffering from head lice must be kept away from the club until the hair has been fully treated and cleared.
- Should any child suffer from any of the above whilst at the nursery, the staff will contact the parent/guardian and ask them to come and collect the child as soon as possible.
- Where there is persistent poor behaviour on the part of the child (which includes but is not limited to bullying, verbal abuse, physical violence, fighting, racial incidents, defiance, rudeness to others, disobedience and deliberate damage to property) or non-persistent incidents or particularly serious behaviour (for example which endangers children or staff).
- Where a parent/guardian is in breach of any of our terms and conditions or has not paid the invoice within the specified time.
- Inappropriate use of social media
- Refunds will not be made if children are excluded on the grounds set out above.

## Bringing Your Own Food into Nursery

Morning Snack or Tea that is included in the **CHOICE 2** sessions is provided free of charge. Please ask for the policy regarding bringing your own food into nursery if this is of interest to you.

## Personal Items

The nursery cannot be held responsible for the loss or damage of any personal items. Children are discouraged from bringing items to the nursery. All personal items must be named.

## Collection Procedure

Children should be collected by a parent/guardian, who must be 18 years or older and may be asked the child's security password. If someone other than the parent/guardian is to collect the child, the nursery must be notified in advance and will not release the child unless the security password has been supplied by the collector.

## Changes to Details

You must inform us immediately of any changes to all information kept by us in relation to your child and any information that is relevant to our care of your child (including emergency contact details). You must inform us immediately if the parents of the registered child separate as this may have an effect on the parental responsibility status

## Polkadot Day Nurseries Ltd obligations

We are registered and operate under the Data Protection Act.