



Lake Street Nursery

Lake Street Nursery

Hinksey Park

Lake Street

Oxford OX1 4RP

01865 727939

office@lakestreetnursery.org.uk

www.lakestreetnursery.org.uk

Terms and Conditions

You are required to confirm, on your child's registration form, that you understand and agree to these terms and conditions when enrolling your child at Lake Street Nursery.

Section 1: Our obligation to you

- 1.1 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within two weeks of receiving notification that you still wish to take up a place. If you do not, then the offer of a place may be withdrawn.
- 1.2 We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.
- 1.3 We will notify you as soon as possible of any days we will be closed (for instance, snow conditions, flood, **Covid 19 closures**).
- 1.4 We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is given to you at the point of registration and is available on our website. We also send you a statement from Oxfordshire County Council regarding their Privacy Notice explaining how they use data given to them for obtaining funding for your child
- 1.5 We will try to accommodate any requests you may make for additional sessions and/or extended hours of childcare and make any adjustments as soon as possible and usually for the upcoming term when adjustments will be made to any invoices.



Lake Street Nursery

- 1.6 We will treat your child with the utmost respect and dignity. We will never use or threaten any type of punishment that could adversely affect a child's wellbeing.
- 1.7 We will assign your child to a Key Group with a named Key Person (plus Key Base Partner Key Person who acts as a buddy to provide support in the Key Person's absence).
- 1.8 Your child's Key Person will get to know your child, forming a professional attachment to support your child's well-being, and will be the main link person for you in regards to the well-being, learning and development of your child.
- 1.9 We will provide you with regular verbal updates as to your child's progress and we will agree times to discuss with you the progress of your child or any other aspects of our childcare services as and when required.
- 1.10 We will use the FAMLY app to send you messages about events, activities and fundraising at the setting and we will use FAMLY to update you about your child's progress at Nursery
- 1.11 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regard to the childcare services we provide for your child.
- 1.12 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time.
- 1.13 We will maintain appropriate insurance to cover our childcare activities.
- 1.14 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

Section 2: Your obligation to us

- 2.0 You will need to complete and return our *Registration Form* to us before your child can start with us.



Lake Street Nursery

- 2.1 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.
- 2.2 The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending. You will also need to complete this information on your FAMILY record
- 2.3 You will read and abide by our policies and procedures.
- 2.4 You will be required to use the FAMILY app as part of joining Nursery and ensure that information on the app is up to date. You will be able to use the app to send details of your child's absence, health issues as well as learning and development
- 2.5 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their childcare place at mutually agreed times.
- 2.6 **You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease.** For the benefit of other children attending you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.
- 2.7 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting your child we will require proof of identity. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.
- 2.8 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible. A charge may be made of the full hourly rate for late collection of a child, especially for repeatedly arriving late
- 2.9 You will inform us as far in advance as possible of any dates on which your child will not be attending.
- 2.10 You will provide us with at least 6 weeks' notice of your intention to **decrease the number of hours your child attends or to withdraw your child** (and end this Agreement). You are contracted to pay for the duration of the notice period.



Lake Street Nursery

This will usually equate to one term's notice (Nursery operates across 6 terms per year).

- 2.11 You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

COVID addition:

- 2.12 **All families must be ready and willing to follow the below procedures:**

- **Book a test if they are displaying symptoms.**
- **Staff and children must not come into Nursery (or attend TAP) if they have symptoms, and must be sent home to self-isolate if they develop them in Nursery. All children can be tested, including children under 5, but children aged 11 and under will need to be helped by their parents/carers if using a home testing kit**
- **Provide details of anyone they have been in close contact with if they were to test positive for coronavirus (COVID-19) or if asked by NHS Test and Trace**
- **Self-isolate if they have been in close contact with someone who develops coronavirus symptoms or someone who tests positive for coronavirus**

Payment of fees

- 3.0 Our fees are set annually and calculated per hour. Any change comes into effect from September each year in line with the start of the Nursery financial and academic year.
- 3.1 Fees are charged from the start of each term for the whole term for all children even if your child is settling in and not attending full sessions immediately, and may have received a start date within a 'grace period' of two weeks: to allow for a staggered start. Staffing will have been allocated for the whole term and will be preparing the provision for all children
- 3.2 If you enrol your child late in the term we will endeavour to find the earlier start time possible for them to join but fees will be liable for the entire term



Lake Street Nursery

- 3.3 If you wish to change your child's booking you will need to let Nursery know by the penultimate week of term so the booking can be altered for the upcoming term
- 3.4 Invoices are sent out in the last week of the previous term (6 times per year) and payment must be received by the end of the first week of the new term.
- 3.5 We reserve the right to charge a late payment fee of £25 that will be added to the following invoice.
- 3.6 It may be possible to arrange for small incremental payments so please talk to the Administrator if this would seem more manageable
- 3.7 If the late payment and the outstanding balance of fees is not paid within 14 days then we may terminate this Agreement by giving you 14 days' notice in writing. If we terminate this Agreement then your child will no longer be admitted and the termination letter will act as a formal demand for outstanding fees.
- 3.8 Additional sessions or late collection fees will be charged by invoice.
- 3.9 No refund will be given for periods where the place is unfulfilled due to illness or holidays or for settling in of a new child to Nursery. This includes periods of absence due to pandemic.
- 3.10 We accept no liability for any costs incurred if we are unable to provide childcare for any reason.
- 3.11 Where we offer a reduced fee rate after a child's 3rd birthday, that reduction will take effect from the first day of the full term following their birthday, in line with the Nursery Education Funding payments.
- 3.12 Registration requires a non-refundable fee of £10.00 to support our Administration costs. This must be paid with the return of the completed Registration Form, along with evidence of the child's date of birth. (No fee is required for enrolment of 2 year olds in receipt of 2 Year Old Extended Funding)

Suspension of a child

- 4.0 We may suspend the provision of childcare to your child at any time if you have failed to pay any fees due.



- 4.1 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend the provision of childcare whilst we try to address these issues with you and external agencies as appropriate.
- 4.2 During any period of suspension for behaviour-related issues we will work with the local authority and where appropriate other welfare agencies to identify appropriate provision or services for your child.
- 4.3 If your child is suspended part way through the month, we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro rata basis. This sum will be offset against any sums payable by you to us.

Termination of the Agreement

- 5.0 You may end this Agreement at any time, giving us at least 6 weeks' notice.
- 5.1 We may immediately end this Agreement if:
 - 5.1.1 You have failed to pay your fees;
 - 5.1.2 You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention;
 - 5.1.3 You behave unacceptably, as we do not tolerate any physical or verbal abuse or threats towards the staff;
 - 5.1.4 We take the decision to close. We will give you as much notice as possible in the event of such a decision.
- 5.2 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies as per our procedures to identify appropriate support; at which point we may end this Agreement.
- 5.3 You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.



General

- 6.0** If we have to close or we take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions, **local lockdowns due to Covid 19**) the Hourly/Weekly Fee will continue to be payable in full and we shall be under no obligation to provide alternative childcare to you. If the closure exceeds five consecutive days in duration excluding any days when we would otherwise have been closed, we will credit you with an amount that represents the number of days closed in excess of three days.
- 6.1 If you have any concerns regarding the services we provide, please discuss them with your child's key person. If these concerns are not resolved to your satisfaction, please contact the manager. Any concerns/complaints will be dealt with in line with our *Complaint Policy*.
- 6.2 From time to time we will take photographs and video recordings of the children who attend. These photographs are used for on-going recording of our curriculum and for children's individual development records. They are stored on our computer whilst your child is with us and from October 2020 on the FAMLY platform. Photographs can be printed for display within the setting, and for your child's records within the setting.
- 6.3 If we wish to use any image of your child for training, publicity or marketing purposes, we would always seek your written consent for each image we intend to use, as indicated on our *Registration Form*.
- 6.4 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our setting, or to ask you to collect your child if they become unwell whilst in our care, in line with our *Managing Children who are Sick, Infectious or with Allergies Policy*.
- 6.5 Some foods, as well as milk, are provided by the setting for snack times and for cooking activities. We are unable to provide a heating up service for packed lunches brought onto the premises by the children. Parents must inform the Key Person and use the FAMLY app and the *Registration Form* to inform the setting of any known allergies relevant to their child, the likely reaction their child may suffer if they came into contact with this allergen, and what action should be taken in the event of contact with the allergen.



Lake Street Nursery

- 6.6 A risk assessment is conducted for children with any known allergies.
- 6.7 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) and our *Confidentiality and Client Access to Records Policy*. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

This Agreement

- 7.0 We reserve the right to vary the terms and conditions contained in this Agreement
- 7.1 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.
- 7.2 Acceptance of a place will be deemed as acceptance by you of these terms and conditions.

Acceptance of our offer of a childcare place

Please sign your child's Registration Form to indicate that you have read and understood the above terms and conditions and to confirm your acceptance of a childcare place with us, for your child.

For parent(s)/guardian(s) under the age of 18, a guarantor aged over 18, must also sign the Registration on your behalf. Acceptance of Nursery Terms and Conditions would therefore be between us, you and the guarantor.

Signed on behalf of Lake Street Nursery and Pre-School CIO by Catherine Morey, Nursery Manager and Lead Practitioner, Trustee.



Catherine Morey.