

# **NORFOLK HOUSE NURSERY**

## **TERMS AND CONDITIONS**

### **The Nursery**

1. Norfolk House Nursery is the nursery department of Norfolk House School Limited, 4 Norfolk Road, Edgbaston, Birmingham, B15 3PS.
2. Upon acceptance by you of the offer of a place at the nursery, a contract arises between you and Norfolk House School Limited. The following are the terms and conditions of that contract.

### **Services provided by the nursery**

3. The nursery provides full time and sessional day care for children aged between three months and four years.
4. The nursery is open Monday to Friday all-year-round with the exception of Bank Holidays and recognised public holidays (details of opening times over the Christmas period may be obtained from the Nursery Manager).
5. The nursery opens at 7.30am and closes at 6.00pm.
6. The morning session runs from 7.30am to 1.00pm. The afternoon session runs from 1.00pm to 6.00pm.

### **Entry to the Nursery**

7. An offer of a place for your child at the nursery is accepted by completing the Registration Form and paying the non-refundable registration fee of £50 for each child registered.
8. Attendance at the nursery is not conditional upon registering a place at Norfolk House School.

### **Entry to Norfolk House School**

9. Attendance at the nursery does not guarantee a place at the school.
10. Parents who wish their child to progress to the school should complete the registration process at the earliest opportunity. Until such process is complete, the school cannot reserve a place for their child. The registration process is subject to the Terms and Conditions of Norfolk House School which include the requirement that parents must give a term's notice of withdrawal in writing. Such notice is to be given, in the event of a child being accepted for entry to the school for any particular

term, before the beginning of the previous term. Parents are liable to pay a full term's fee in lieu of such notice.

11. In the ordinary course of events a child will transfer from the nursery to the school's Transition class in the September preceding their fourth birthday. In exceptional cases, and wholly at the Headmistress' discretion, a child may be permitted to transfer from the nursery to the school's Reception class in the September preceding their fifth birthday.

### **Fees**

12. The fees are those determined by the Directors of Norfolk House School from time to time and published on the School's website and in document form (available from the Nursery Manager).
13. Fees are calculated according to whether a child attends the nursery on a full time or sessional basis.
14. No refunds will be given for days or sessions missed due to holidays taken by children, Bank Holidays, sickness or any other circumstances, including the closure of the nursery in any circumstances beyond the control of the nursery.
15. Booked sessions may not be deferred or brought forward. The booking of a session incurs a liability to pay the applicable fee irrespective of whether the child attends.
16. We reserve the right to charge interest on late fees at the rate of 2% over the Royal Bank of Scotland rate.
17. For re-presented payments, a minimum charge of £20 per occasion will be applied.
18. Children may be excluded from the nursery if fees remain outstanding for more than fourteen days beyond the date of payment.
19. There is a sibling discount of 7% deducted from the younger child's (or children's) core attendance fee.
20. We have the right to review the fees from time to time by giving you notice in writing at least six weeks in advance.
21. Nursery fees comprise a core attendance fee, a charge for any sessions attended by your child over and above those reflected in the core attendance fee and a charge for any extraordinary activity in which your child participates with your prior agreement (e.g. visits to places of interest).

22. Nursery fees include all meals and refreshments applicable to the hours of your child's attendance, with the exception of formula milk which must be provided by you.
23. The core attendance fee is calculated on the basis of the weekly charge for the sessions to be attended, multiplied by 52 (weeks) and then divided by 12 (months) to give a fixed monthly charge.
24. All core attendance fees are charged monthly in advance and must be paid by standing order or voucher on the first day of the month to which they relate.
25. Charges incurred in addition to the core attendance fee will be invoiced in arrears. They must be paid by cheque or in cash on the first day of the month which follows the month in which they were incurred.
26. The first invoice amount is payable immediately by cash or cheque.
27. Invoices are issued at least five working days prior to the first of each month.

### **Withdrawal**

28. You must give the nursery six weeks' written notice of your intention to withdraw your child (or pay six weeks' fees in lieu thereof).
29. We may require you to withdraw your child if:
  - a. we consider that he or she is disruptive or displays inappropriate behaviour;
  - b. the behaviour of the child's parents or carers is such that it affects, or is likely to affect, adversely the progress of the child or other children at the nursery;
  - c. the behaviour of the child's parents or carers towards nursery staff is threatening or abusive;
  - d. your child requires special medical treatment or care which is not available at the nursery, or if it is considered that they are not well enough to attend the nursery, or if they are suffering from any contagious disease / infection which places the health of other children at risk.
30. The withdrawal of the child may be temporary or permanent, at the discretion of the Nursery Manager.

### **Late collection**

31. You will be liable to pay a surcharge for the late collection of your child, details of which may be obtained from the Nursery Manager.

### **Liability**

32. We do not accept responsibility for accidental injury or for loss of, or damage to, property.
33. We accept no responsibility for children on nursery premises whilst in the care of a parent or guardian.
34. We maintain those insurances required by law, details of which may be obtained from the Nursery Manager. Copies of the current Employer's Liability and Public Liability Insurance policies are displayed on the notice board at the nursery.
35. We accept no responsibility for any loss suffered by parents, whether direct or indirect, arising from the temporary closure of the nursery or the non-admittance of your child to the nursery.

### **Illness and injury**

36. If your child is suffering from a communicable illness, he or she should not be brought to the nursery until such time as the infection has cleared. The nursery's exclusion policy provides further details of the procedures to be adopted.
37. We accept no responsibility for children contracting contagious diseases or infections whilst in our care.
38. You are required to notify the Nursery Manager if your child is absent from the nursery through illness. A full copy of the nursery's Infection Control policy is available from the Nursery Manager.
39. If your child becomes ill whilst at the nursery, the nursery manager will contact you (or the emergency contact indicated on the registration form).
40. We reserve the right to administer basic first aid and treatment when necessary.
41. You will be informed of all accidents and will be required to sign an Accident Form.
42. We will administer prescribed medicines upon completion by you of a Medicine Consent Form.

### **Child safety**

43. A list of responsible adults who are authorised to collect your child should be provided to the Nursery Manager, together with their addresses, telephone numbers and passport-quality photographs.
44. Under no circumstances will your child be allowed to leave the nursery with anyone whose name does not appear on the list of responsible adults, unless by prior arrangement. In order to make such an arrangement, you must provide the Nursery Manager with the name, address and telephone number of the person permitted to collect your child, and photographic proof of their identity will be required upon their arrival (passport or driving licence).
45. You are required to inform the Nursery Manager in writing of any food, medicine, substance or activity which may cause your child to suffer an allergic reaction, and of the severity of that reaction. You must continue to inform the Nursery Manager in writing of any changes to your child's condition as you become aware of them.
46. We are under an obligation to report to the relevant child protection authorities any circumstances which indicate that a child may have been put at significant risk (physical or emotional). This may be done without informing you.

### **Dietary requirements**

47. We will work with you to provide suitable food for your child if he or she has special dietary requirements as diagnosed by a doctor or dietician.

### **Staff**

48. Where a member of the nursery staff, within six months of leaving the employment of the nursery, is employed by a parent or guardian to care for their child who was previously registered at the nursery, then the parent / guardian will be liable to pay the nursery a sum equivalent to six months' salary for the employee at the time their employment with the nursery terminated.

### **Photographs**

49. The nursery occasionally takes photographs which may be used in training or promotional material.

## **General**

50. These Terms and Conditions represent the entire agreement and understanding between the parents and the nursery. Any other understandings, agreements, warranties, conditions, terms or representations, whether oral or in writing, whether expressed or implied, are excluded to the fullest extent permitted by law.
51. We reserve the right to amend these Terms and Conditions at any time. Six weeks' notice will be given of any proposed amendments.