

# Our Terms and Conditions

These terms and conditions govern the basis on which Cherubs Nurseries agree to provide childcare services to you

November 2021

## 1 OUR CONTRACT WITH YOU

1.1 When you have decided that you wish to purchase childcare services from us, we will provide a pack of documentation to you. This documentation pack will include (amongst other things) a Registration Form to apply to use our childcare services, a copy of these terms and conditions (send via email) and details of the fees payable for our services. You will need to complete the Registration Form and return it to us. By completing the Registration Form, you are making an offer to us that you wish to receive childcare services from us.

1.2 When we receive your registration form and payment of your registration fee, we will review and consider your request to register at Cherubs Nurseries. If we are able to accept your registration we will confirm this with you in writing.

1.3 The contract you have with us comprises these terms and conditions and any documents which we refer to in these terms and conditions. If there are any particular statements (written or verbal) which we have made to you, on which you based your decision to enter into a contract with us, then you should ask us to confirm these statements in writing before you complete your registration, if you wish such statements to form part of your contract with us.

## 2 OBLIGATIONS ON CHERUBS NURSERIES

We will:

2.1 Inform you if we change the opening hours of your child's nursery, we will give you as much notice of our decision as soon as possible and, if necessary, work with you to agree a change to your child's hours at the nursery. We reserve the right to cancel or change any sessions offered.

2.2 Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery, dependent on availability and operating procedures. Please note these must be paid for in advance of attendance.

2.3 Provide you with regular updates (both verbally and through Blossom) as to your child's progress in addition to regular parent's evenings and e-newsletters.

2.4 Notify you as soon as possible of any days on which your child's nursery (in part or full) will be closed including (but not limited to) Christmas closure, bank holidays, inset days or a closure outside of our control due to Epidemic, Pandemic, Disease, Acts of Parliament, Political Interference or Acts of God.

2.5 Try to make available to any of your other children, a place at the same nursery. However, we cannot guarantee that a place will be available.

2.6 Offer a 10% sibling discount. This is subject to both children attending 6 sessions each week each (3 full days or 6 half days combined) at their nursery, the discount will be taken from the eldest child's fees, at the Managing Director's discretion. Cherubs Nurseries reserves the right to terminate this offer at any time for any reason without any notice to parents/carers.

2.7 Offer a 10% discount on full time places. This will be applied providing your fees are received on the 1st of each month. Cherubs Nurseries reserves the right to terminate this offer at any time for any reason without any notice to parents/carers.

## 3 OBLIGATIONS ON YOU

You will:

3.1 Complete and return to us our standard health record before your child can start at our nursery and immediately inform us of any change to the information provided in that health record.

3.2 Complete a medicine consent form if you require our staff to administer any medicines to your child.

3.3 Not allow your child to attend their session if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities within the nursery. These are included but not limited to Flu, Coronavirus, Measles, Mumps, Shingles, Whooping Cough and Norovirus. See Sickness and Absence Policy for more information.

3.4 Immediately inform us of any changes to your contact details or relevant information such as change of address or child's dietary requirement. This information should not be given verbally. Change of Details e-Form can be completed via the Parent Hub our website [www.cherubsnurseries.com](http://www.cherubsnurseries.com).

3.5 Keep us informed as to the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them, please call to let us know and provide a photograph for identification. We will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

3.6 Inform us if your child is the subject of a court order and provide us with a copy of such order on request or if there are any other agencies involved with the welfare of your child such as social care.

3.7 Immediately inform us if you are unable to collect your child from nursery by the official collection time. Late charges will be applied for every fifteen minutes you are late. Please see Late Collection Policy for up to date charges.

3.8 Inform us as far in advance as possible of any dates on which your child will not be attending the nursery.

3.9 Provide us with at least 1 calendar month's notice, in writing, of any changes to your child's place at Cherubs Nurseries. This includes, but is not limited to:

- Deferring your start date (only available once your deposit, advance fees and first month's fees have been received)
- Change in a regular booking (either increase or decrease in sessions)
- Your intention to change your booking type (for example, half day to full day)
- Your intention to terminate your child's place (please see section 6)

If 1 calendar month's notice is not received payment will be required in full, in lieu of notice. Any changes to your booking must be made for a period of no less than 3 months.

3.10 Provide us with at least 2 calendar month's notice if you wish to cancel a confirmed place. If you cancel more than 2 calendar month's prior to starting we will refund your Advance Fee. Your Registration Fee will remain non-refundable and a £10 administration fee applies to return your Advance Fee to you. If you cancel less than 2 calendar month's before your confirmed start date we will not be able to refund either your Advance Fee or Registration Fee. You will also be liable for any childcare that was booked and our normal termination conditions apply, as outlined in Section 6.

3.11 Be aware that permanent changes to your child's attendance pattern can only be created and added to your account from the 1<sup>st</sup> of the month (3.9 still applies in all instances).

3.12 Inform your child's nursery by 10am if your child will not be attending for whatever reason.

3.13 Be liable to pay for any damage caused to our resources, equipment, buildings or vehicles caused by you or your child.

3.14 Ensure you have read and understand all Cherubs Nurseries policies and procedures and are up to date with any amendments made.

3.15 Ensure all bookings for our Kids' Club service are received no later than the Thursday before the Holiday Club is due to start. After which online bookings will no longer be accepted and late bookings may be charged at the "ad hoc" rate.

3.16 Apply an initial layer of sun cream to your child before coming to nursery, between the months of April and September.

3.17 Ensure payment for all childcare services offered and provided to you is received on time (see Section 4).

#### **4 PAYMENT**

4.1 A non-refundable fee of £50 is payable upon registration. Two weeks advanced fees as a deposit is required to secure your child's place. Should the sessions increase the advanced fees will increase accordingly, providing the appropriate notice is given in writing. If you withdraw your child without giving a calendar month's notice, the deposit will not be returned and you will be invoiced for the balance remaining from your notice period. The deposit is non-refundable but will be deducted from your final invoice.

4.2 Cherubs Nurseries increases their fees on an annual basis. A minimum notice of 1 calendar month will be given, in writing notifying parents/carers of such increases. Our annual fee increase usually takes effect every April but is not limited to once annually.

4.3 Fees must be paid on a monthly basis, in advance. We calculate the amount payable by you each month by multiplying the weekly fee by 52 weeks and dividing the total by 12. This will give 12 equal monthly payments. In Kids' Club, fees are calculated over 39 weeks and divided by 11 months to give equal payments. If your child is eligible to claim the Government free entitlement sessions your invoice will be amended accordingly. This is to comply with the Local Authority Service Level Agreement and the Code of Practice. You will be notified of any changes to the calculation of your bill.

4.4 All payments made under this agreement should be made by standing order, bank transfer, childcare vouchers or credit/debit card via the Cherubs Nurseries website.

4.5 If you make an overpayment to your account but are in-debt for another Childcare East Midlands service, for example our Step Ahead Kids' Club, we reserve the right to reallocate the overpayment in an attempt to clear the outstanding debt. Any overpayments will incur a £10 administration fee (per payment) to be returned to you and can take up to a calendar month to process.

4.6 Extra sessions are charged at the full "ad hoc" rate and are due for payment prior to or on the day of the extra session. To cancel an extra session we require a calendar months notice, in writing.

4.7 If you have requested extra sessions or you have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare, we will charge you for the additional childcare.

4.8 Fees not received by the 7th of the month will incur a late fee

charge of £20 and if still outstanding on the 15th of the month will occur an additional charge of £20, at this point we reserve the right to suspend your child's place until payment has been received. If fees are not then paid in full by the end of the month another late charge representative of 5% of the outstanding fees will be added to your account.

4.9 Customers paying by vouchers need to ensure that the payment has been released and arrives in our bank account no later than the 5th of the month. In the event that an account is outstanding, we will refer the matter to our debt collection department. You will be legally liable to pay us the court costs in addition to the amount outstanding.

4.10 Full payment must still be made for any missed sessions including holidays, sickness and periods of isolation. This includes any additional payments you make as part of your regular booking (for example vouchers). Where our nurseries are closed on bank holidays, for Christmas and Inset Days no refund will be given.

4.11 You will not be permitted to book any sessions if you have outstanding fees, including extra sessions and Kids' Club services.

4.12 Customers who use 30 hours government funding are required to ensure their eligibility code remains valid and is renewed, if applicable, during their time at Cherubs Nurseries. If the code expires you will be charged full fees, for the time your code is not valid or supplied to Cherubs Nurseries.

4.13 Customers who have their fees paid by a third party (in part or full) are responsible in ensuring that the third party payment reaches us on-time, as per these terms and conditions. If your third party payment is not received we will not chase the third party and you (the parent) will be liable for the payment. If the payment is then late you (the parent) will be responsible for any late charges incurred.

4.14 When terminating your place, payment should not be made for your final month until you have received the invoice – this is because your advance fee may affect the final balance due. If payment is made and this leaves your account in credit, then an administration charge of £20 will be deducted to return any outstanding credit to you.

#### **5 SUSPENSION**

5.1 We may suspend the provision of childcare to your child, and add on 1 month's notice, at any time if:

You have failed to pay any fees or your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of the other children and Cherubs Nurseries employees. The suspension shall continue whilst we try to address these problems with you. If the period of suspension exceeds 1 month, either of us may terminate this Agreement by written notice.

5.2 Following the issue of a suspension letter Cherubs Nurseries reserves the right to terminate your child's place should this occur again. In order to retain your child's place fees must be paid no later than the 7<sup>th</sup> of the month. Failure to adhere to our terms will lead to termination of your child's place.

#### **6 TERMINATION**

6.1 You may end this Agreement at any time, giving us at least 1 paid calendar month's notice (with the exception of those leaving to go to School – see 6.2). You must also complete and sign a Notice of Last Day e-Form which can be completed via the Parent Hub our website [www.cherubsnurseries.com](http://www.cherubsnurseries.com).

6.2 If your child is leaving us to go to school you must inform us by the first Monday in July, of the year you wish to leave. You must inform us by the way of Notice of Last Day e-Form, giving us an estimated leaving date in August or September. You will then be able

to confirm an exact leaving date closer to the time, with your nursery manager.

6.3 We may immediately end this Agreement if: You have failed to pay your fees, 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 of us asking you to, you (parents or carer) behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff, your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of the other children and Cherubs Nurseries employees at the nursery or we take the decision to close your child's nursery. We will give you as much notice as possible.

6.4 You may immediately 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 or Cherubs Nurseries suffer any event of insolvency.

6.5 Children that attend for funded-only sessions are still bound by the terms and conditions outlined in section 6. If you leave us to attend a school nursery, the correct notice period must be served otherwise Cherubs Nurseries reserve the right to charge for the balance of the sessions that would have been attended during that period.

## 7 EMPLOYMENT OF STAFF

If, during this Agreement and for a period of 1 year following, you employ or otherwise engage the services of any member of our staff who has had contact with your child under this Agreement in the last year or allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last year, then you shall pay, to Cherubs Nurseries, the figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment. This figure represents the costs to us of recruiting a suitable replacement member of staff.

## 8 GENERAL

8.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

8.2 We have a duty of care to give all children the same opportunities. In order to do this, we need to be made fully aware of any SEND and/or medical needs for your child. Failure to inform us of your child's needs could result in us being unable to offer your child a place.

8.3 If the nursery that your child attends has to close temporarily (in part or full) or we take the decision to not open due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If closure exceeds 5 of your booked sessions we will credit you with an amount that represents the number of sessions your child would have attended, after 5 of your booked sessions have passed.

8.4 If you have any concerns regarding the services we provide, please discuss these with your nursery manager. If these concerns have not been resolved to your satisfaction, please contact our Head of Early Years Provision and Practice (lucytutin@cherubsnurseries.com). Their decision is final.

8.5 Cherubs Nurseries shall have no liability whatsoever to any parent/guardian or child in relation to loss of or damage to the goods or property of any parent/guardian or the goods or property of any child admitted to nursery (even if the loss is caused by the nursery's negligence). Any property brought or worn by the child or

parent/guardian to, or left by them at, the nursery is done so entirely at their own risk. This includes the use of the car park and your car and contents.

8.6 From time to time we may have photographs taken of the children who attend our nurseries. These photographs may be used for internal/external use including promotion and advertising. If you do not wish your child to be included in these photographs, please advise your nursery manager and ensure you have signed the correct paperwork.

8.7 Cherubs Nurseries is committed to raising the standards of nursery childcare and supporting its employees to do this by providing the training and development opportunities they need to keep their skills and knowledge up to date. One day in each calendar year is known as an inset day and shall be set aside by Cherubs Nurseries for this purpose. At least 3 month's written notice of each inset day shall be given by the nursery. No deductions or refunds shall be made to any fees or charges payable under this contract.

8.8 All offers and discounts are offered and applied at the Managing Director's discretion and we reserve the right to only offer these at certain times and locations and withdraw the offer in part or full without prior notice.

8.9 As the number of children with nut allergies is increasing, with the support of parents we aim to keep our nurseries as nut free as possible. Please do not send food or empty food packing into our nurseries. Please do not use creams, sun creams or oils that may contain nut oil as this may have severe consequences to another child or member of staff.

8.10 Cherubs Nurseries reserves the right to publicly respond to parent feedback and comments that are shared on public forums including but not limited to Google, Social Media and Press. This includes sharing information relating to parent reviews, comments or statements in order to provide any background context that is necessary in order to fairly protect and portray Cherubs Nurseries, its subsidiaries and partners.

8.11 From time to time Cherubs Nurseries may make additions and amendments to these Terms and Conditions. Parents will be notified via email, if on the Cherubs Nurseries system, and via the Parent Information Board, located in the entrance or reception of all our nurseries. The most up to date version of these Terms and Conditions will always be available on [www.cherubsnurseries.com](http://www.cherubsnurseries.com)

## 9 DATA PROTECTION

9.1 On 25<sup>th</sup> May 2018 the General Data Protection Regulation (GDPR) came into effect in the United Kingdom. Where we receive any personal data (as defined in GDPR) we shall ensure that we fully comply with the provisions of the GDPR and will only process personal data to fulfil our obligations under this contract.

We will:

9.1.1 Be lawful, fair and transparent in how personal data is collected, stored and processed.

9.1.2 Ensure we only collect personal data for specified, explicit and legitimate purposes.

9.1.3 Use our best efforts to ensure all personal data that we hold is accurate and correct.

9.1.4 Ensure we do not hold any personal data for longer than is necessary for the purposes it was collected

9.1.5 Take appropriate technical and organisational security measures to protect personal data.

9.1.6 Take all reasonable steps to ensure all partners, contractors and third parties who process any personal data on behalf of Cherubs Nurseries do so in accordance with the requirements of GDPR.

9.1.7 Process personal data in a manner that ensures such personal data is kept safe and secure, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

9.1.8 Process personal data in line with your rights under the GDPR and in accordance with the terms of our Privacy and GDPR policies (available on our website or from your Nursery Manager). Our policies explain what your rights are under the GDPR and how you can exercise those rights in relation to any personal data we hold about you or your child.