

# CHDN Terms and Conditions

## 1. General Provisions

- 1.1. These Terms and Conditions, together with the Fee Schedule and Attendance Schedule, form the contract between you and Clarence House Day Nurseries Ltd (CHDN).
- 1.2. Clarence House Day Nurseries Ltd may change the terms and conditions of the contract; in this case, you will be informed about this a month in advance. If you do not want to accept the proposed change and you wish to terminate your contract, you may do so by giving one month's notice in writing.

## 2. Registration, Registration Form and Fee

- 2.1. Clarence House Day Nurseries Ltd is committed to providing a fair and open admission system to all children.
- 2.2. The Registration Form, including medical and emergency contacts' information, provides us with essential information for the security, safety and well-being of your child. It is important that this information is correct and updated regularly. Please notify us of any changes to these details.
- 2.3. We ask you to provide identification for your child; this may be in the form of a birth certificate or passport. This is an important piece of information we need before you start with us to confirm and prove the age of your child.
- 2.4. A non-refundable Registration Fee of £30 is payable for each child registered (except those children who attend Funded Only Sessions). The Registration Fee includes a free drawstring bag, t-shirt and water bottle. Further terms relating to children attending Funded Only Sessions are set out in Section 6 of these Terms and Conditions.
- 2.5. Although the registration pack of a free drawstring bag, t-shirt and water bottle are not provided to children attending Funded Only Sessions, they are available to purchase from Clarence House Day Nurseries for £17. Please speak to your nursery manager.
- 2.6. Submission of the Registration Form does not guarantee that a place will be available for the requested start date. A place will only be confirmed once Clarence House Day Nurseries Ltd has confirmed availability and any required fees, including the Deposit described in clause 3.2, have been paid where applicable.
- 2.7. If a registration is cancelled and parents/carers wish to enrol the child again at a later date, a new Registration Form must be completed and submitted. A Holding Fee may be payable in accordance with clause 3.1 to secure the new place.

## 3. Deposit

- 3.1. Where a child's intended start date is more than two (2) months after the date of registration, parents/carers may choose to pay a Holding Fee of £150 to reserve the place until the child's start date. Payment of the Holding Fee is optional. However, where the Holding Fee is not paid, Clarence House Day Nurseries Ltd will not reserve the place, and the child will not be scheduled to start until availability is confirmed closer to the intended start date. Where paid, the Holding Fee will be credited against the child's standard

Deposit (if applicable) or refunded once the child starts attending if they are attending Funded Only Sessions. If the child does not start attending as agreed, the Holding Fee will be applied in accordance with the delay and cancellation provisions set out in clauses 5.1 - 5.4 of these Terms and Conditions. Where the Holding Fee has not been paid, parents/carers should contact the nursery approximately two (2) months before the intended start date to confirm whether a place is available.

- 3.2. Prior to starting the nursery, a Deposit in the amount of two weeks' fees will be payable. The Deposit is not applicable to children attending Funded Only Sessions. Where a Holding Fee has been paid in accordance with clause 3.1, the Deposit will remain payable prior to the child starting nursery, where applicable.
- 3.3. The Deposit invoice must be paid no later than 30 days from the date of the invoice. In all cases, the full Deposit amount must be received and cleared before the child's first day of attendance at the nursery.
- 3.4. If the Deposit has been paid and your child later increases their booked sessions, then extra funds to bring the Deposit up to the level of two weeks' fees will be required.
- 3.5. The Deposit will be credited against the final month's fees, provided the account is fully settled and all contractual obligations have been met.
- 3.6. Clarence House Day Nurseries Ltd may retain all or part of the Deposit to cover any unpaid fees, costs, or losses arising from a breach of these Terms and Conditions. Where the Deposit is insufficient, parents/carers remain liable for any outstanding balance.

#### 4. Nursery Fees, Payments and Refunds

- 4.1. The current fees are shown in the attached Fee Schedule and are also available from your setting Manager.
- 4.2. Nursery fees are subject to review from time to time and are normally reviewed on an annual basis. Clarence House Day Nurseries Ltd will inform you of any fee increases one month in advance. If you do not accept the proposed changes to fees and you wish to terminate your contract, you may do so by giving one month's notice in writing.
- 4.3. You are responsible for your childcare fees at the rate that is stated on our Fee Schedule - an up-to-date copy is available from your setting manager.
- 4.4. Fees must be paid by the 10th of the relevant month.
- 4.5. All the payments should be made by Bank Transfer to the following account:

**Name of Organisation:** Clarence House Day Nurseries Ltd

**Bank:** Bank of Scotland

**Account Number:** 06014522

**Sort Code:** 12-20-29

- 4.6. In exceptional circumstances, we will accept payment by Bank, Credit or Debit card or cash. This might incur an additional charge.
- 4.7. We are registered to accept payments via the Government Tax-Free Childcare Scheme as well as many corporate voucher schemes.
- 4.8. We can claim Government Grant funding for all 3 and 4-year-olds and children in receipt of expanded entitlement for working families on your behalf through the County Council.

- 4.9. Please use the named child's full name and nursery name as a reference when sending bank transfers and/or childcare vouchers; this is so that we are able to allocate your payments to your account. For example, Jane Smith Godmanchester.
- 4.10. If CHDN has not received payment within the first 10 days of the month, an additional charge - 'Late Payment Fee' of £30.00 - will be added to your account, and your child/children will be excluded immediately pending payment. Fees will continue to accrue while your child is not attending. Once your fees have been paid, your child/children may return to the nursery, subject to you providing proof of payment at the nursery. If your child does not return and outstanding fees have not been paid, CHDN will then seek legal advice, and you will be given a 7-day notice of court proceedings. This may result in you being summoned to attend a hearing at the County Court. In this instance, you could also be liable to the court for costs. This clause does not apply to children attending Funded Only Sessions where no fees are due.
- 4.11. An Administration Fee of £1.50 per month will be charged on the first chargeable invoice of the month. This will not be charged to children attending Funded Only Sessions (where there is no fee due) or any extra sessions after the first chargeable invoice. Further terms relating to children attending Funded Only Sessions are set out in Section 6 of these Terms and Conditions.
- 4.12. Disputes or queries regarding the invoiced amount must be received before the end of the billing period in dispute.
- 4.13. Fees are calculated on the basis of the actual sessions booked in the applicable month. Fees will vary depending on the number of days/sessions booked in that month.
- 4.14. Parents/carers will not be charged for hours that fall within their child's government-funded entitlement. If the named child attends more than their funded entitlement, charges will apply only to the additional hours attended, as detailed in the current Fee Schedule.
- 4.15. Each age group of fees applies from the month following your child's relevant birthday.
- 4.16. Credit balances will be held by CHDN and applied to future invoices. No refunds against credit balances will be given until your child's final invoice has been settled.
- 4.17. Overpayments by childcare voucher or via the Tax-Free Childcare system are not encouraged as there is a tax implication. Any refunds against overpayments made by these methods at the time of leaving will incur a penalty of 15% of the value of the vouchers.
- 4.18. CHDN reserves the right to use parents/carers' information to check with credit agencies. Parents/carers must inform the nursery of any outstanding county court judgments or disputes with other childcare providers. We reserve the right to pass on parents/carers' payment history to other childcare providers.
- 4.19. Funded places are offered in accordance with the government's Early Education Funding scheme and are subject to confirmation of eligibility. Parents/carers are responsible for providing a valid funding code (where applicable) and reconfirming their eligibility as required. Funding eligibility will be checked at registration and again prior to the child's starting date. Where a place is reserved on the understanding that funding will apply and eligibility is not confirmed or is withdrawn, this will be treated as a delay or cancellation under Section 5.

## 5. Managing Sessions, Attendance and Absence

- 5.1. You must give one month's written notice if you wish to delay your child's start date with CHDN. If sufficient notice is not given, a Delay Fee of £150 will be payable.
- 5.2. The maximum delay permitted is two (2) months from the original agreed start date. If your child does not start within this period, it is considered that you have cancelled the place.
- 5.3. In the event of cancellation prior to the agreed start date, or where a child does not start attending as agreed, a Cancellation Fee of £150 will be payable. The cancellation fee also applies if the child only attends settling sessions but does not start his/her booked sessions.
- 5.4. Where a Holding Fee has been paid, this will be used to offset any Delay or Cancellation fees due. Where a Holding Fee has not been paid, parents/carers remain liable for these fees. The obligation to pay these fees applies whether or not a Holding Fee has been paid. Where both a delay and subsequent cancellation occur, both fees may be charged. These charges represent a contribution towards the administrative costs and loss incurred by the nursery in processing the registration and reserving or planning for a place which may not be taken up.
- 5.5. If the child starts and decides to leave within the first month, there will be a 30-day notice period. For example, if a child completes one week, they will be billed for the week and the 30-day notice period.
- 5.6. For children claiming government funding with us, please note that CHDN is not obliged to end the claim without reasonable notification and negotiation unless there are special circumstances. Where insufficient notice is given, up to 1 month's funding will be claimed to cover our notice period.
- 5.7. Funded places may be reviewed or withdrawn where a child does not attend regularly, and no reasonable explanation has been provided, unless there are special circumstances, and these are agreed with the manager. Any decision will be discussed with parents/carers in advance, and reasonable notice will be given wherever possible.
- 5.8. Extra sessions may be booked depending on availability and will be charged at the normal rate. Extra sessions should be paid for in advance or on the day by debit/credit card, cash or, with prior arrangement with the manager, by bank transfer or vouchers. Cancellation of an extra session(s) is subject to seven days' notice.
- 5.9. If you wish to change your child's contracted sessions, we require one month's written notice. All changes are subject to availability within the nursery.
- 5.10. Substitution/swapping of sessions is not allowed. If extending a Half Day Session or a Short Day Session to a Full Day, then the extra session/hours will be charged at either the extra Half Day Session rate or the hourly rate accordingly.
- 5.11. The nursery is open Monday to Friday: please check times with your nursery. This excludes Bank Holidays and the period between Christmas and New Year.
- 5.12. All Bank Holidays and days that your child does not attend for whatever reason will be charged at the standard rate for your child. This includes if your child is off sick, or on holiday, or is suspended. CHDN does not offer a swap of days for any absences and does not offer discounts for holidays.

## 6. Funded Only Sessions

- 6.1. A Funded Only Session is a childcare session where the named child attends using only their government-funded early education entitlement, with no additional paid hours included.
- 6.2. Clarence House Day Nurseries Ltd does not charge any top-up fees or compulsory extras as a condition of accessing Free Funded Sessions. Parents/carers will not be required to purchase any additional services, sessions, or items as a condition of accessing a child's funded entitlement. Children attending Funded Only Sessions are exempt from the Registration Fee, the Administration Fee, and the Deposit.
- 6.3. Children attending Funded Only Sessions are not provided with the registration pack, including the free drawstring bag, t-shirt, and water bottle. These items are available to purchase from Clarence House Day Nurseries Ltd in accordance with clause 2.5 of these Terms and Conditions.
- 6.4. Meals and snacks are provided free of charge for Funded Only Sessions lasting longer than three (3) hours. Funded Only Sessions of up to three (3) hours do not include meals or snacks due to the duration of the session.
- 6.5. Funded hours may be delivered on either a term-time basis or a stretched basis, depending on the individual nursery setting. The method of delivery, including how funded hours are allocated across the year, applicable session times, and any associated charges for hours attended outside of the funded entitlement, will be clearly set out in the relevant Fee Schedule for each setting and provided to parents/carers before entering into a contract and whenever changes are made.
- 6.6. The following services are optional and are not a condition of accessing a child's Free Funded Sessions: additional childcare hours beyond a child's funded entitlement, extra sessions booked outside of contracted or funded hours, nursery-branded items or merchandise, and special events or outings where applicable. Any optional extras will be clearly communicated in advance and itemised separately on invoices.
- 6.7. Parents/carers may choose to pay the Holding Fee described in clause 3.1 to secure a place more than two (2) months in advance; however, this fee will be refunded once the child starts attending if they are attending Funded Only Sessions. The Holding Fee is optional and is not a condition of accessing a child's funded entitlement.
- 6.8. If the named child will be attending Funded Only Sessions, this contract does not guarantee a place until it is confirmed by the nursery manager, who will confirm availability at least one month before the child's start date, or as soon as possible if the start date is less than one month from the date the Registration Form was completed.
- 6.9. Funded Only Sessions may be reviewed or withdrawn in accordance with clause 5.6 of these Terms and Conditions.
- 6.10. If any funded childcare hours are withdrawn, reclaimed, or clawed back by the relevant funding authority due to a child's absence or non-attendance, Clarence House Day Nurseries Ltd reserves the right to invoice parents or carers for the corresponding balance of fees.
- 6.11. The times of the Funded Only Sessions are set out in the relevant Fee Schedule for each nursery setting.

## 7. Termination and Cancellation of the Contract

- 7.1. If you wish your child to leave the nursery, you must give one month's written notice to cancel this contract with CHDN. If you do not give the one-month notice, you will be required to pay one month's fees.
- 7.2. If your child does not attend nursery for a whole month with no contact from parent/carer, we have the right to cancel your contract.

## 8. Pick up from the nursery

- 8.1. Clarence House Day Nurseries Ltd will only release children into the care of individuals named by their parent/carer in the Registration Form. Written permission will be required from the parent/carer in the event of any other adult collecting the child. If someone from your emergency contact list does collect your child, then you must inform the nursery of this as soon as possible.
- 8.2. Families are expected to collect their children on time. A late fee will apply for every 15-minute period or part thereof that begins after the scheduled pickup time.
- 8.3. Occasional delays of less than 15 minutes may be waived at our discretion. However, persistent lateness (more than three instances in a calendar month) will automatically incur the applicable fee for each occurrence, including those under 15 minutes.

## 9. Behaviour and Safeguarding

- 9.1. At Clarence House Day Nurseries Ltd, we concentrate on encouraging good behaviour. We reward any positive behaviour rather than concentrating on the negative aspects. Nursery staff are responsible for managing children's behaviour effectively and in a manner appropriate for their stage of development and particular individual needs. We reserve the right to require the withdrawal of any child whose behaviour is unacceptable.
- 9.2. Parents/carers should be aware that the nursery has a duty to take reasonable action to ensure the welfare and safety of its children. In cases where the nursery staff has a cause to be concerned that a child in their care may be subject to ill-treatment, neglect or other forms of abuse, staff will follow the relevant County Council Child Protection Procedures and inform Social Services of their concern. This may involve a visit to the home by a social worker (please refer to our Safeguarding Policy).
- 9.3. All staff employed by Clarence House Day Nurseries Ltd are subject to official checks for criminal offences under the Rehabilitation of Offenders Act prior to being unsupervised with children.
- 9.4. Staff working in our nursery will value and respect the different racial origins, religions, special needs, cultures and languages so that each child is valued as an individual.
- 9.5. If you or any of your family are abusive towards the staff within Clarence House Day Nurseries Ltd or act in an inappropriate manner in front of the children, we have the right to end this contract with immediate effect.

## 10. Permissions

- 10.1. This section refers to permissions given by you in the Permissions Section of the Registration Form. The following will only refer to you if you give your permission in the Registration Form.
- 10.2. Emergencies, First Aid and Medication

- 10.2.1. In the event that the named child is involved in a serious accident, you will be contacted immediately or as soon as possible. Should the named child require immediate medical treatment or advice before you can get to the hospital/doctor's surgery or you or another named person is out of contact, you hereby authorise the named contact / Clarence House Day Nurseries Ltd staff member present to consent to any emergency medical treatment / give first aid necessary to ensure the health and safety and the wellbeing of the named child on your behalf.
- 10.2.2. You consent for the named child to have plasters and/or microporous tape applied during first aid.
- 10.2.3. You agree that a member of staff at Clarence House Day Nurseries Ltd will administer the required medication, should the named child require any medication whilst attending the nursery.
- 10.3. Suncream and Nappy Cream
  - 10.3.1. You consent for the named child to have sun cream applied by a member of staff at Clarence House Day Nurseries Ltd, who will supply SPF 30+ sun cream for all children.
  - 10.3.2. If necessary, you agree to provide nappy/barrier cream for the named child to be applied by nursery staff as needed.
- 10.4. Photos, Promotional materials and Social media
  - 10.4.1. You fully understand that there will be no payment for the named child to participate in the use of images for which I have given permission.
  - 10.4.2. You give permission for the photos of the named child to be used in any promotional materials for Clarence House Day Nurseries Ltd and/or social media.
- 10.5. Face Painting
  - 10.5.1. For special occasions, Clarence House Day Nurseries Ltd may have face painting activities take place within the nursery. All the paints are child-friendly and can be used for children with sensitive skin. You give permission for the named child to have their face painted while at nursery.
- 10.6. Outings
  - 10.6.1. Clarence House Day Nurseries Ltd occasionally arrange outings for the children, which take them off the nursery premises. At all times, CHDN ensures that the correct adult/child ratios are maintained. Usually, these outings are impromptu, such as a visit to the park, river or local walk. Occasionally, CHDN will arrange outings that may involve transport. A risk assessment will be carried out before each outing.

## 11. Settling-in Sessions

- 11.1. You will be allowed to stay and settle the named child into the nursery for as long as agreed with the manager. We recommend that you introduce the named child gradually into the nursery routine. A named Key Person will be allocated to the named child on admission. We ask that, should the named child have any educational or additional needs, you give us advance notice to enable us to put the necessary protocols into place.

## 12. Illness and Emergencies

- 12.1. For the health and welfare of all children who come to the nursery, we request that you do not bring the named child into the nursery if they are ill or have an infectious disease. In the event of illness, accident or emergency, we will act on your behalf and take such actions as we consider appropriate. This may include taking the named child from the nursery to seek medical attention. Every effort will be made to contact you immediately. We reserve the right to send any child home if senior staff members feel they are not well enough to attend the nursery.
- 12.2. You understand that the named child needs to be excluded from the nursery for up to 48 hours after sickness and diarrhoea.
- 12.3. You understand that you need to inform the nursery of any infections/illnesses the named child may have.
- 12.4. You will seek advice from the nursery as to when the named child may return to the nursery with regard to their health.
- 12.5. You understand that, if necessary, a Care Plan will be put in place should the named child require one.

## 13. Data Protection and Policies

- 13.1. Clarence House Day Nurseries Ltd is registered under the Data Protection Act and takes into account the eight principles of the Act when gathering and processing information. The information collected by Clarence House Day Nurseries Ltd is for nursery business only. You will be notified should any information be shared with other organisations, except in child protection issues and matters of debt collection.
- 13.2. You consent to the processing of your personal data and your child's data by Clarence House Day Nurseries Ltd and its trusted third-party service providers. This processing is necessary for the purposes of maintaining accurate records, invoicing, and other operational requirements essential to delivering our services. The data processed may include (but is not limited to) parent/carer names and contact details, your child's name and date of birth and their medical information.
- 13.3. Full details of Clarence House Day Nurseries Ltd's Policies and Procedures are available upon request at all times from your nursery manager. Your attention is drawn to them. A copy of the Complaints Policy is attached to this contract.

## 14. Privacy

- 14.1. You fully understand that if the named child participates in nursery events where parents and guardians are invited to watch, such as plays and sports days, then the named child may have their photo taken by other parents/guardians in these group situations.
- 14.2. You agree that all images you or any person known to you have taken of children, staff members or others associated with Clarence House Day Nurseries Ltd, at such events will be for personal use only and will not be posted onto any internet websites and services which have public access unless full written permission is sought.
- 14.3. You fully understand that all photos shared with you or your family on your child's online learning journey must not be screen-captured and shared on social media, in order to protect the safety of all children attending CHDN.

## 15. Liability and Circumstances Beyond Our Control

- 15.1. Clarence House Day Nurseries Ltd will take reasonable care while children attend the nursery. However, the nursery cannot accept responsibility for loss of or damage to personal belongings brought into the nursery by children or parents/carers unless such loss or damage arises as a result of negligence on the part of the nursery.
- 15.2. Clarence House Day Nurseries Ltd may be required to close temporarily or restrict attendance due to circumstances beyond our reasonable control. These may include, but are not limited to, severe weather, public health restrictions, government action, utility failures, staff shortages affecting legal ratios, or other unforeseen events. In such circumstances, the nursery will make reasonable efforts to inform parents/carers as soon as possible. The nursery will not be liable for failure to perform its obligations where this is caused by circumstances beyond its reasonable control.

## 16. General Terms

- 16.1. As a provider of registered childcare, we both encourage and actively support eligible parents/carers claiming and taking up the childcare element of the Working Tax Credit.
- 16.2. We require that you bring in nappies, nappy cream and formula milk if applicable for your child.

## 17. Governing Law

- 17.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.