



The Granary Nursery School Ltd

Terms and Conditions

The following terms and conditions (and the documents referred to herein) constitute your entire contract with The Granary Nursery School Limited ("The Granary", "Us" or "We"), (company number 07845785 with registered office 7 Three Rivers Business Park, Felixstowe Road, Foxhall, Ipswich, IP10 0BF

And at The Granary Nursery School, Hill Farm, Victoria Mill Road, Framlingham, IP13 9SA for childcare services (the "Services").

1. Care Requirements 1.1 You will provide Us with a copy of your child's birth certificate or passport.

1.2 You will ensure all information supplied in the registration form is correct and up to date. You must immediately inform Us of any

change to this information, which includes:

1.2.1 any special educational needs and/or disability (SEND);
1.2.2 medical needs (including allergies/intolerances and/or medical conditions and whether your child requires medicine to be administered). Your child's attendance at The Granary whilst on medication is at our sole discretion.

1.2.3 any court or consent order or signed custodial agreement relating to your child's care arrangements; and
1.2.4 contact details for you and any other person(s) authorised to collect your child. We reserve the right not to release your child to a person if We are not satisfied they are authorised to collect them.

1.3 Your child is not permitted to attend The Granary Nursery

School if they are suffering from a contagious illness (such as sickness, diarrhoea or chicken pox) and cannot return until they have been symptom free for 48 hours or cleared by a Doctor to return. We accept no responsibility for children contracting contagious diseases / infections.

1.4 We reserve the right to contact you if your child becomes ill during nursery hours. We also reserve the right to ask you to collect your child during nursery hours, including before the end of their booked session, if they are not well enough to attend nursery.

1.5 We may administer first aid in the event of an incident or accident, certain types of non-medically prescribed medication (such as to reduce your child's temperature or

respond to an allergic reaction) or apply sun creams / nappy cream as We deem appropriate. Should your child require medical attention by a medical professional, your child will be taken to Framlingham Surgery or Ipswich Hospital for treatment. You must notify Us if you do not consent to this, but please note that it may result in your child not being permitted to attend The Granary Nursery School.

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

1.7 To help Us manage allergens You must not send food or food packaging into The

Granary Nursery School unless you have chosen to opt out of Consumables and Meals. All food stuffs must comply with our Packed Lunch Policy. Please do not use creams, sun creams, oils on your child that may contain nut oil, e.g. arachis. We aim to maintain a nut free environment.

2. Fees and Payment

2.1 Fees Except as otherwise stated, Registration Fees are refundable within a reasonable amount of time. Fees are set out in the Fee Sheet provided to You. They are dependent on booking patterns. We may review fees at any time, or amend the way we calculate fees in order to comply with the Local Authority Service Level Agreement. We will endeavour to provide you with at least four weeks' notice of any revision to Fees. If you do not accept the revised fee, you may end this contract in accordance with clause 3.2. Any discount applied to fees is

discretionary and solely a gesture of goodwill; it does not constitute a variation of this contract.

2.2 Payment Fees are charged and payable in advance by direct debit, childcare vouchers or tax-free childcare. We will enforce an overdue payment of £25.00. We reserve the right to suspend your child's unfunded hours at The Granary Nursery School until full payment has been made.

2.3 Government funded hours are not intended to cover the costs of meals, other consumables, additional hours or additional services but these charges are voluntary. See our Unwilling to Pay Policy to opt out of charges. You must sign to 'opt out' otherwise you agree to pay the additional fees.

A limited number of fully funded places will be retained for families unable to pay.

2.4 If you wish to decrease your child's sessions you must give Us a half term's prior written notice ("Minimum Notice"). If You fail to give the Minimum Notice, you shall remain responsible for paying the full fees for your child from the date you give notice until the end of the Minimum Notice period. If you wish to defer your child's start date you must give Us the Minimum Notice. If You fail to give the Minimum Notice, you shall remain responsible for paying the full fees for your child from the originally agreed start date until the end of the Minimum Notice period.

2.5 Late Collection Charges You must immediately inform Us if you are unable to collect your child by the specified closing time or after your child's allocated session time. Late collection will result in additional fees being charged to you to account for the additional hours of Services

provided. This will be invoiced to you monthly in arrears. If We have not been able to reach you or an authorised person to collect your child then we reserve the right to call appropriate government bodies to collect your child.

2.6 Refunds No refund or swapping of sessions will be given for days where (i) your child has been absent due to illness or holidays or Primary School visits; (ii) We are closed due to a public holiday; or (iii) We are closed on any other designated days as required under The Granary Nursery School policies and procedures (which We will make known to you in advance). If We take the decision to close due to events or circumstances which are outside The Granary Nursery's control, We shall be under no obligation to provide alternative Services to you.

3. Ending this Contract

3.1 You have a right to cancel this contract, without liability, within 14 days of the date we confirm your application has been successful. To exercise this right, you must let Us know in writing (email or letter) within this time period. After this time, your cancellation rights are as below and your registration fee will not be refundable.

3.2 Unless your child is eligible to receive Government Funding, you may end this contract at any time by providing Us with at least six weeks written notice. If your child is eligible to receive Government Funding, you are required to give us a half terms' notice.

3.3 We can end this contract at any time by providing you with a half terms' prior written notice. We can suspend the Services, or end this contract immediately if:

3.3.1 you have failed to pay any fees by the due date;

3.3.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time;

3.3.3 you behave unacceptably (in our sole discretion) in any our setting or with any of our colleagues; including but not limited to bullying, passive aggressive or threatening behaviours and/or

3.3.4 your child's behaviour is deemed by Us to be unacceptable or endangers the safety and wellbeing of other children or our colleagues. Where we elect to suspend the provision of Services under this clause 3.3, the suspension shall continue whilst We try to resolve the identified problem. If your child is suspended part way through a month, We shall credit any fees you have already paid for

the remaining part of that month, calculated on a pro-rata basis. This credit may be offset against any sums payable by you to Us. If the period of suspension under this clause 3.3 exceeds one term, either of us may terminate this contract with immediate effect by giving written notice.

4. Employment of Staff

4.1 If, during and for a period of six months after the end of this contract, you (directly or indirectly) employ or otherwise engage the services of any of our colleagues who have had contact with your child in the six month period prior to such employment or engagement; then you shall pay to Us a figure representing 20% of that colleague's gross annual salary at the time they left our employment. This figure represents the costs to Us of recruiting a suitable replacement.

4.2 We do not offer babysitting services. If you wish to use any of our colleagues to provide babysitting services, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and We accept no liability to you in respect of that individual or those services.

5. Funded Hours

5.1 Parents may not drop off earlier than a funded session time starts unless they have agreed to pay e.g. for breakfast club

5.2 Parents may not collect earlier than the funded session end time unless for a pre agreed appointment on an occasional basis as the Local Authority reserves the right to clawback funding claimed.

6. Liability

6.1 We are insured for Employer and Public Liability.

6.2 Parents and carers must take appropriate care of their child/ren on site. You are responsible for your child unless specifically in the care of nursery staff. See General Information document for more information and potential risks / hazards. Children must be collected by a responsible adult and children in our care will not be handed over to siblings under the age of 18.

7. General

7.1 Your child is not permitted to bring any smart device with camera / recording functionality into The Granary Nursery School. We accept no responsibility for any loss or damage to any items left by you or your child at The Granary Nursery School such as car seats, prams, toys, clothing or smart devices. All items are left at your own risk.

7.2 We may unilaterally change any provision of these terms and conditions without notice to you where such change arises from regulatory or legislative requirements. For any other changes to these terms and conditions We will plan to give you four weeks' notice in writing (including by email).

7.3 These terms and conditions, and our contract with you, are governed by English Law and both of us agree to submit to the exclusive jurisdiction of the English courts to deal with any matters arising out of or in connection with the contract.

8. Data Protection

We process personal data, including special category data, for our colleagues, parents and children. We do not retain personal data for longer than necessary; and only in accordance with our contractual and legal

obligations. Full details of how We meet our data protection obligations and how you can exercise your rights, is set out in our Privacy Policy available on our website.

Please note that it is not necessary to sign and return these terms and condition. Continuation of child's attendance and /or invoice payment is deemed to be acceptance of these terms and conditions in full.