Nursery Terms and Conditions

St Patrick’s Catholic Primary School
1 Longfield Avenue
Walthamstow
London
E17 7DP

1. Admission
Parent(s)/Carer(s) requesting a part-time placement must complete the Nursery Application Form before the School is able to offer a place to the child. Successful applicants will receive an offer in writing after the application deadline and once the Nursery’s oversubscription criteria have been applied if necessary. This offer must then be accepted in writing by the deadline specified in the offer letter to the Parent(s)/Carer(s).

Parent(s)/Carer(s) requesting a full-time place must complete the Nursery Application Form before the School is able to offer a provisional place to the child. An offer of a provisional place does not constitute a confirmed placement. Once a provisional place has been offered, a Deposit is required to secure the child’s place. If the Deposit is not received by the School by the deadline in the provisional offer letter, the offer of a provisional place may be withdrawn.

2. Deposit
For full-time placements, a Deposit equal to two weeks’ fees shall be paid by the Parent(s)/Carer(s) to the School on the Parent(s)/Carer(s)’s acceptance of the provisional offer. The Deposit is non-refundable in the event the Parent(s)/Carer(s) changes their mind and decides they no longer want the place. The School may, at its own discretion, refund the Deposit to the Parent(s)/Carer(s) in exceptional circumstances.

Once the School has confirmed receipt of the Deposit paid by the Parent(s)/Carer(s) in writing, the child’s provisional place is then confirmed.

The Deposit will be refunded within two weeks following the child’s leaving date, provided a minimum period of two months’ attendance and appropriate four weeks’ notice have been given as...
per clause 12 of this Agreement and all fees have been paid in full. Any fees or charges outstanding after the child’s leaving date will be deducted from the deposit.

3. Opening Hours and Closures

15 hour part-time sessions run from 08.30 to 11.30 and from 12.30 to 15.30, Monday to Friday during term-time only, except for Bank Holidays and inset days. 30 hour part-time sessions run from 08.00 to 14.00, 09.00 to 15.00 and 12.00 to 18.00, Monday to Friday during term-time only, except for Bank Holidays and inset days.

For full-time placements, the Nursery is open all year round from 08:00 to 18:00, Monday to Friday except for Bank Holidays and specified Christmas and New Year closures. Parent(s)/Carer(s) will be given reasonable notice of Christmas and New Year closures.

You should note that the number of days that childcare is provided each month may vary.

4. Prolonged Absence

In the event that a child in a full-time placement is absent for a prolonged period due to serious illness or injury suffered by the child, the School may, at its own discretion, apply an appropriate percentage of discount on the fees due.

In order to be considered for a discretionary discount, the Parent(s)/Carer(s) may be required to produce medical evidence of the child’s health/condition during the relevant period of absence.

The child’s Nursery placement will be held for four weeks after the first day of absence due to serious illness or injury suffered by the child. The School reserves the right to terminate the child’s placement forthwith after four weeks of absence upon serving the Parent(s)/Carer(s) with written notice to terminate.

5. Fees

Fees for full-time placements are payable two weeks in advance and cover all sessions for which the child is enrolled, including any sessions not attended by the child, for example, due to sickness, chickenpox, head lice, minor injuries, holidays etc.

Fees are subject to change from time to time and the School will give the parent(s)/carer(s) reasonable notice of any such changes.

The School can apply on your behalf for the Free Early Education Entitlement from the local authority (more information will be given to you when your child becomes eligible).

The School also accepts childcare vouchers.

A 30% sibling discount is applied to the costs for the sibling who attends the nursery for the fewest hours for sessions jointly attended by two or more siblings.
6. Payment Terms

The School will set up ‘ParentPay’ accounts for Parent(s)/Carer(s) of children in a full-time placement upon confirmation of the child’s placement and the Parent(s)/Carer(s) will be informed of the login details and given instructions on how to pay the fees.

Childcare fees are due at least two weeks in advance of childcare. Accounts are topped up online via the ParentPay website or Pay Points.

Cheque or cash payment will only be accepted for the payment of the Deposit. Cheque or cash payment will not be accepted for payment of fees.

Failure to adhere strictly to the Nursery’s payment terms may lead to late payment charges and/or your child being excluded from the School.

The School reserves the right to exclude your child from the nursery without notice upon failure to pay any fees or charges within 14 days of the due date. In such circumstances, the School also reserves the right to terminate the Agreement forthwith upon serving you with a written notice to terminate. Arrangements will be made to reclaim all fees in arrears together with any late payment charges and associated costs including interest.

The School reserves the right to charge £20 per week in respect of the late payment of any fees due to the School.

7. Late Collection Charge

The Nursery closes at 18:00. If a child has not been collected by this time, the Parent(s)/Carer(s) will be charged at the rate of £5 per five-minute block to cover emergency staffing and other arrangements. For example, up to five minutes late the charge will be £5. Six to 10 minutes late, the charge will be £10 and so on. The late collection charge is capped at £50.

If your child has not been collected and we have not been able to contact any of the named Parent(s)/Carer(s) or emergency contacts by 18:30, the nursery staff will call the police to collect your child from the School.

8. The School’s Obligations

The Nursery will follow the statutory Early Years Foundation Stage framework (EYFS) for the learning, development and care of children under five years old.

The Nursery will provide the Parent(s)/Carer(s) with regular progress updates on the child’s development and growth during their time at the Nursery.

The Nursery expects all children who attend the nursery sessions to be toilet trained and where a child may have problems with this, the Nursery expects the Parent(s)/Carer(s) to provide nappies to the Nursery staff. The Nursery will have access to emergency nappies in case of any unexpected accidents but it is the Parent(s)/Carer(s) responsibility to ensure that they supply the appropriate amount of nappies for their child.
9. Safeguarding and Security

The Parent(s)/Carer(s) understand that the School is under an obligation to take all necessary steps to keep children safe and well. The School has put in place a Safeguarding Policy which also forms part of this Agreement and is freely available on the School’s website. A paper copy will also be made available to Parent(s)/Carer(s) upon request.

The School will not allow a child to leave the nursery with anyone unknown to the School staff unless the Parent(s)/Carer(s) have previously arranged this with the School staff. It is the Parent(s)/Carer(s) responsibility to ensure that the staff are aware of who will be collecting their child. Where the Parent(s)/Carer(s) have authorised the School by telephone to allow someone else to collect their child, the School will request proof of identification and a password from anyone who subsequently comes to collect the child.

10. Confidentiality

Personal information provided to the School by the Parent(s)/Carer(s) will be kept confidential, except where this clause conflicts with the safeguarding obligation and the health and safety of the child.

The School may be required by law to pass some information to the Local Authority and/or the Department of Education through the annual Early Years Census. This information includes your child’s name, date of birth, home address, the number of free entitlement hours you are accessing for your child and personal characteristics, such as ethnic group and whether your child has any special educational needs.

11. Data Protection

The School shall keep all personal data and sensitive personal data relating to the child securely and in accordance with the principles of the Data Protection Act 1998.

12. Termination, Cancellation and Change of Sessions

Four weeks’ written notice is required by either party for any change of sessions or termination of the Agreement.

If the notified start date is changed by the Parent(s)/Carer(s) with less than four weeks’ written notice, the School reserves the right to charge from the original start date notified on the Nursery Application Form if the placement is a full-time one.

If the Parent(s)/Carer(s) choose to leave prior to the end of their notice, any fees due for the remainder of the notice period are non-refundable.

13. Behaviour

The School reserves the right to terminate the Agreement with immediate effect if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour, or for any other reason as the School so determines.
The School will not tolerate any verbal or physical abuse, harassment, intimidation or violence towards any members of staff, parents or visitors at any time. Anyone exhibiting inappropriate behaviour will be required to permanently leave the Nursery premises and not return. This may result in the immediate termination of your child’s nursery placement. The School also reserves the right to report any unacceptable behaviour to the police and Local Authority.

In all other cases the standard notice period of four weeks will apply.

14. Personal property and belongings

The Nursery will not be responsible for any loss or damage to any parents’, carers’ or child’s property or belongings. Every reasonable effort will be made by the members of staff to ensure that property or belongings of any parent, carer or child are not damaged. The Parent(s)/Carer(s) are required to ensure their child’s clothing and bags are clearly labelled.

15. Liability

The School accepts no liability for any losses suffered by parents arising directly or indirectly, as a result of the School being temporarily closed or the non-admittance of your child to the Nursery for any reason. The School does not accept responsibility for children whilst in their parent’s care on School premises. The School will not be liable to parents and/or children for any economic loss of any kind, for damage to the child’s or parent’s property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.

16. Accidents and illness

The School reserves the right to administer first aid and any emergency treatment as required to the child. Parent(s)/Carer(s) will be informed of all accidents and provided with an Accident Record Form. If emergency treatment at hospital is required, the School will make all reasonable attempts to contact the parents. If this is not possible, the School will act on behalf of the parents and authorise any necessary emergency treatment if it has been authorised to do so by the Parent(s)/Carer(s) in the Nursery Admission Form.

The Nursery will administer prescribed medicines only if parents have completed a Parental Consent to the Administration of Medicine Form, which can be found in the Nursery Admission Form. The Nursery may require parents to withdraw their child from the Nursery in the event that they require special medical care or attention which is not available or refused by the parent, or it is considered that the child is not well enough to attend the Nursery.

The Nursery may also ask parents to withdraw their child from the Nursery if the Nursery has reasonable cause to believe that the child is suffering from or has suffered from any communicable disease or infection and there remains a danger that other children may contract such a disease or infection. Please refer to the Nursery’s Health Illness and Emergency Policy regarding exclusion and
incubation periods. Parent(s)/Carer(s) must inform the Nursery if the child is suffering from any illness, sickness or allergies before attending the Nursery.

The Nursery is mindful of the needs of working parents and will endeavour to provide as much continuity of service as possible within the recommendations of the Health Protection Agency by which the School is bound.

17. Changes to this Agreement

The School reserves the right to update and/or amend these Terms and Conditions at any time during the terms of this Agreement upon reasonable written notice.

18. Entire Agreement

These Terms and Conditions, the Nursery Application Form and the Nursery Admission Form represent the entire Agreement and understanding between the parents (including other carers) and the School. Any other understandings, agreements, warranties, conditions, terms and representations, whether verbal or written, expressed or implied are excluded to the fullest extent permitted by law.

19. Contract

The offer of a place and its acceptance by Parent(s)/Carer(s) gives rise to a legally binding contract on the basis of these Terms and Conditions, including the Nursery Admission Form completed by the Parent(s)/Carer(s) and the Policies and Procedures of the School.

I have read and understand these Terms and Conditions and agree to be bound by them.

Signed (First Parent/Carer) ................................................................................
Print name: ............................................................................................................
Date: .........................................................

Signed (Second Parent/Carer) ............................................................................
Print name: ............................................................................................................
Date: .........................................................

Signed (on behalf of the School) ........................................................................
Print name: ............................................................................................................
Date: .........................................................
Appendix 1

The St Patrick’s Nursery offers placements of 15 hours per week, 30 hours per week and 50 hours per week to three and four year-old children.

All three and four year-old children are entitled to 15 hours of free childcare during school term-time through the Free Early Education Entitlement (FEEE). Children from families where both Parent(s)/Carer(s) are working may be eligible for 30 hours of free childcare. The Nursery also provides a stretched offer of 50 hours per week, 52 weeks per year (with the exception of closures specified in Section 3 of this Agreement which means that the daily fees of £35 (for children entitled to 570 hours) and £26 (for children entitled to 1,140 hours) take into account the free hours of nursery education provided by the FEEE and Parent(s)/Carer(s) are only charged for hours outside of the FEEE funding. For the purposes of this Agreement, children in a 15 or 30 hour placement are known as ‘part-time’ and those in a 50 hour placement are known as ‘full-time’.