



Terms and Conditions

These Terms and conditions are between Barney Bears Nursery Ltd “The Company”

AND

The Parents/carers of _____

Please read these terms and conditions carefully. No child is permitted to attend the nursery without the completion of these terms and conditions.

Holidays

The nursery is open Monday to Friday (7.30am-6.30pm) throughout the year, except for statutory bank holidays and one week at Christmas. Parents will be notified of the Christmas closure dates in January of each year.

Nursery Closure days

Barney Bears Nursery will close for two days per year. During these two days the nursery will operate staff training, this is a requirement set out by our local borough. Dates will be disclosed in newsletters and parent events prior to the closure dates. Parents will receive enough notice so that alternative childcare arrangements can be made.

Birth certificate and immunisation book

Upon starting with Barney Bears nursery Ltd parents are required to show proof of your child's full birth certificate. The name stated on this birth certificate is the child's legal name and will be used on all legal documents. Parents are also required to show proof of all immunisations given to your child; this will be kept on your child's records.

Fees:

A fixed rate deposit will be required to secure your child's place with us; the amount required for your deposit will be stated within your confirmation letter. We also require your first month's fee up to the 25th of that month prior to your child's start date. When your child leaves the nursery your fixed rate deposit will be returned. All deposits are refunded through BACS please ensure that Management receive your bank details two weeks before you end date with us to ensure you receive your deposit back. If the nursery has not received your bank details after two weeks of your child's leaving date your deposit will be held by the nursery. This deposit is non refundable if you child does not start on the agreed date.

Sibling Discount

Barney bears nursery offers a 5% reduction for a second and subsequent child attending the nursery for a minimum of two days or more. Please note any reductions made will be calculated on the lowest bill.

All fees are based on payment a month in advance,
Our fees include all meals, baby formulas and bottles (except nappies and cream)

There are no reductions in the fee for Annual Holidays, Bank holidays, Nursery closure days and Children's Sickness or unforeseen circumstances to the nursery.

Fees will be reviewed yearly and based on a 51 week year.

Late Fees:

Payments which are late will be charged at £10 each day after the 25th (unless it falls on a weekend or bank holiday). If late payments are made Barney Bears Nursery Ltd has the right to suspend your child's place until payments are made in full. Late payments can and will jeopardise your child's place including the full deposit being withheld. Barney Bears Ltd has the right to terminate your contract with us if regular late payments continue for a period of up to two months.

Overpayments:

Barney Bears Nursery LTD will ensure all parents/carers receive one month's notice of changes to their nursery fee's. It is the parent's responsibility to ensure changes to their standing order is made before their next month's fees are due. Any over payments made to the company will not be paid back or used towards the next month's fees.

Any payments including Vouchers made after your child's last day with Barney bears nursery will not be paid back to the payee.

Monthly payments:

A standing order will need to be set up for the 25th of each month. A form will be provided. Cash payments will only be accepted for the first month and thereafter all nursery fees must be paid using a standing order/direct debit.

If there are any changes to your child's monthly fee due to age or extra days an invoice will be given to you before the 25th. Any extra days can be paid by cheque payable to Barney Bear's Nursery Ltd

HMRC

Barney Bears Nursery has a legal obligation to disclose certain financial information with HMRC (i.e. Tax credits) in the event of an investigation taking place.

Government Funding

Funding is provided for **ALL** children aged 3 years and over, and takes effect from the term after the child's 3rd birthday. The nursery deducts the funding entitlement from your monthly fee, information letters will be provided.

Funding is provided for children aged 2 years and over, and takes effect from the term after the child's 2nd birthday. Funding is provided for children whose parents/carers meet strict financial criteria. Parents are able to self-refer through the Barking and Dagenham website if they believe to be eligible.

Attendance:

When contacting the nursery to inform us of your child's absence, Please ensure you leave a message on the nursery phone no later than 9.30am. The children within our care are our main priority and we shall do our utmost to return your call as soon as we can. If you are attending nursery later than 9.30am Please ensure you contact the nursery to confirm your child's attendance that day. If we receive no contact by 9.30am mealtimes will not be catered for and your child will need to be provided with a packed lunch for that day.

Parent's evenings

We operate 6 month parent evenings for you to have the opportunity to discuss your child's development and progress with your key person, on this evening the nursery will close at 6 pm and children are not permitted to attend. Any parents who attend this evening with their child will not be given their parents evening meeting with their key person.

Lateness:

Barney Bears Nursery Ltd asks all parents to contact the nursery if you are running late to collect your child, there should be clear communication regarding this. Plans should be put into place to make arrangements for your emergency contacts to collect your child if you are unable to collect yourself. Please refer to our 'child not being collected' policy.

Repeated occurrences of late collections are recorded this can and will jeopardise your child's place at nursery. Failing to collect your child on time is a safeguarding issue and one which we take extremely seriously. Failure to collect your child on time on more than three occasions will result in, further action being taken this can and will include the police and social services being contacted.

Notice to leave:

Two months notice **MUST** be given in writing when you intend to leave the nursery, then your full deposit will be returned. In the event of less than two months notice being given the deposit will be retained. The deposit **MUST NOT** be used for the last month's fee.

Notice to change days

One months' notice **MUST** be given in writing if you wish to deduct or increase your child's days. Increased days will be subject to availability.

Terminations of contract:

Barney Bears nursery works in close partnership with parents therefore we would support parents through difficult circumstances. However if this partnership fails to work the Nursery has the right to terminate your contract giving you one months notice to seek alternative childcare.

Liability and limitations

If Barney bears nursery Ltd is affected by an event beyond its reasonable control, such as without limitations-fire, severe weather conditions or floods, which prevent the nursery from performing its obligations under this contract, the nursery will notify the parents/carers via the nursery website. In the event of snow and ice conditions, the nursery may operate different nursery hours. Information will be given when necessary. Barney Bears nursery will not be liable for any failure or delay directly caused by that event. During any period where due to such an event your child cannot be accepted into nursery, all nursery fees will be payable in full by the parent/carer.

Heating and Water:

In cases of heating and water failure the nursery may need to close whilst repairs are carried out and the equipment is working safely.

Annual Outing

Each year the nursery closes for one day in the summer months for our annual outing. Dates will be disclosed in newsletters and parent events letters prior to the date. As part of our partnership with parents we encourage all parents/carers to attend however children who attend on this day can be allocated a member of staff if parent/carers are unable to attend. This is a normal nursery day and is included in your normal monthly fee. All children attending will be paid for by the nursery.

Social Network sites

Barney Bears Nursery is not connected to any social networking site. Staff members are not permitted to be 'friends' on any social network site with any of our parents during or after their time here with us at barney bears nursery. During nursery events parents will abide by the conditions that no photos or personal information regarding any other child from the nursery will be uploaded to such social networking sites. This is a breach of our strict safeguarding guidelines and this could result in legal action being taken.

Mobile Phones

Mobile phones are not permitted to be used within the Nursery building at any time. Parents/ carers whom are found to be breaching this policy will be asked to exit the building. Cameras on mobile phones are only permitted to be used under the supervision of staff and management at organised nursery events.

Babysitting

Barney Bears Nursery Ltd does not permit any form of babysitting to take place between parents and members of staff.

Staff taking children to nursery and collecting children from nursery.

Staff members are not permitted to take your child to or collect your child from nursery or any other setting including if this is out of nursery hours. Barney bears Nursery Ltd follows strict safeguarding guidelines and breaching these guidelines can and will result in the termination of your contract.

Illness/Sickness of a child

The nursery is required by regulations not to admit or retain children while they are ill and parents will be expected on these occasions to have alternative caring arrangements. This is to prevent cross infection with other children. Should a child develop symptoms of illness for example a rash, high temperature, vomiting, diarrhea etc while at the nursery, parents will be advised immediately. In such an event you will be asked to collect your child and seek medical advice. If your doctor has diagnosed a contagious illness a doctors Certificate will need to be provided before your child can return to nursery. In the event that your doctor refuses or request payment to issue you with a certificate the Nursery will comply with the recommended exclusion periods per illness as stated on the NHS direct website.

Children's nappies

Due to personal choice and the range of nappies available, please provide nappies along with any creams and wipes you require our staff to use on your child. If your child's supply at nursery of any of these items is running low, we will write on a request slip asking you to send in more supplies. Please remember to send items in for the next session, Failure to Supply nappies when requested will result in your child being unable to attend nursery until your child's nappies are supplied. Failing to supply Nappies when requested is a safeguarding issue and one which we take extremely seriously. Failure to supply nappies when requested on more than two occasions can and will result in further action being taken, this can and will include social services being contacted and the termination of your contract with us.

Book Bags

If your child receives a book bag whilst attending our setting please note this book bag remains the property of Barney Bears Nursery Ltd and will need to be returned before ending your child's place with us. Failure to return the book bag or if the bag is damaged will result in £15 being deducted from your refundable deposit.

Allergies and Intolerance

If your child suffers with a food allergy or intolerance, written confirmation of this from your GP will be needed. If the nursery does not receive this written confirmation from your doctor parents will be asked to provide the required foods for your child until the nursery has confirmation of your child's allergy or intolerance from your doctor. Some doctors charge for this service however Barney Bears Nursery Ltd will not be held responsible for this charge.

Clothing and personal belongings

Children access the outdoors in all weather conditions. Each child should have adequate clothing for their daily needs. All clothing must be clearly labelled with your child's name. Parents/carers are asked to ensure your child does not bring valuable or personal belongings (other than comforters) with them as Barney bears Nursery Ltd cannot accept responsibility for any loss or damage.

Miscellaneous

Barney bears nursery will not tolerate any form of abuse to the staff team or the management team. This could result in the termination of this contract and legal action being taken.

Non-Solicitation

During the term of this contract and for the period of six months following its termination (howsoever arising) the parent/carer will not employ, seek to employ or otherwise engage, entice away or attempt to entice away from the employment of Barney Bears Nursery Ltd including any person or persons who is or has been employed by Barney Bears Nursery or is in connection with the nursery, unless in the latter case that person has ceased to be employed by barney Bears nursery for a period of more than 6 months.

Cooling off period

This contract comes with a 14 day cooling off period. You must provide notice of cancellation in writing within 14 days of your start date with the nursery. After midnight on the 14th day this contract will be binding.

Declaration

I /we have read, understood and accept Barney bears nursery Ltd terms and conditions.

I /we understand and accept that Barney Bears Nursery Ltd reserve the right to make reasonable changes to the terms and conditions of this contract. Any changes that are made will apply to this agreement.

Failure to comply with the signed Terms and Conditions could lead to legal action.

Parent /Carer 1

Signature _____ Relationship to child _____

Print Full Name _____ Date _____

Parent/carer 2

Signature _____ Relationship to child _____

Print Full Name _____ Date _____