

Terms & Conditions

1. Introduction

1a. In these terms and conditions:

1b. "child" means the child named on the Nursery Registration Form.

1c. "parent/guardian/bill payer" means the person or persons signing the Nursery Registration Form.

1d. "nursery" means the nursery operated by Coat of many Colours Nurseries (CMC)

1e. "Registration Form" means Coat of many Colours Nursery form with that title as completed by the parent/guardian/bill payer.

1.f These terms and conditions form part of the contract between Coat of many Colours Nurseries owned by Kingsborough Centre and the parent/guardian/bill payer in relation to the place to be made available to the child at the nursery (the "contract"). The contract comprises these terms and conditions and the Nursery Registration Form.

2. Enrolment.

2a. Registration: A non-refundable £20.00 application fee is required in order to apply for a place, which is due upon receipt of your child's registration form.

2b. Deposit: A non-refundable £150.00 deposit is required in order to secure your child's place, which is due upon receipt of your child's registration form.

2c. Upon acceptance of a childcare place, a Direct Debit Mandate must be set up (excluding EYE and Tax-Free Childcare). At CMC Nurseries discretion, fees may be made payable by BACS at a 10% surcharge. Once this is paid the child's settling in period will be arranged.

2d. Should a Parent/guardian/bill payer cancel a place after signing the registration form, Coat of many Colours Nurseries reserve the right to enforce the payment of one month's fees and retain the deposit.

2e. If your child's start date is part way through the month and pay an annualised amount each month then we will invoice for the actual sessions taken and begin the calendar month calculation the following month. If you pay a sessional amount each month you will pay for the sessions taken and the following month's sessions.

2f. If a start date is postponed by the parent/guardian/bill payer for any reason we reserve the right to charge from the original start date stated on the registration form.

3. Nursery Fees and Charges.

3a. Nursery fees are calculated from actual booked attendance, based on the fee structure for the Nursery.

3b. No refund will be given in the event of the Child's absence due to illness, holiday or for any other reason.

3c. Unused booked sessions are not refundable.

3d. We do not provide discounts for any extended periods of absence.

3e. Any reduction to a child's booking pattern requires one month's notice.

2f. Fees are set to reflect the cost of the service provided and the right is reserved to review them periodically. You will be given one month's notice of any increase to fees.

3g. The schedule of fees are as published.

3h. Overall responsibility for paying fees resides with the parents/guardian/bill payer of the child.

4. Billing.

4a. Invoices

Invoices are issued monthly on or around the 20th of the month. Invoices will be emailed to you via the email address you provided on enrolment. If you have not received your invoice, you will need to notify nursery management who will reissue your invoice. Any discrepancies with your invoice must be notified to nursery management immediately on receipt of your invoice. We do not raise invoices weekly.

4b. Annualised Billing

The fees payable are calculated by taking the child's weekly attendance fee, multiplying the same by 52, being the number of chargeable weeks per annum, and dividing by 12 to give a monthly payment which is payable monthly. If there is a change in fees or attendance i.e. age or booked sessions, the fees are calculated by reverting to sessional invoicing prior to reverting back to annualized billing.

4c. Sessional Billing

The fees payable are calculated by multiplying the child's individual sessions during the month to give a monthly payment, which is payable monthly in advance.

4d. Weekly

The fees payable are calculated by taking the child's annual attendance fee, and dividing the figure by 52, to give a weekly payment which is payable weekly. Weekly fees are payable with a surcharge of 2%.

5. Payment.

5a. Direct Debit

1. Monthly payment is required in advance by monthly Direct Debit on the 1st of every month. If the due date falls on the weekend or a bank holiday, payment will be taken the next working day.

2. Weekly payment is required in advance by Friday of every week.

5b. Childcare Vouchers

Payment is required in advance by childcare voucher by the 1st of every month. If the voucher is not paid by the 1st of the month, the invoice is deemed payable in full by the parent/ guardian/bill payer. You need to complete the direct debit mandate form. Your monthly invoice will show the full amount you owe. The amount to be taken by direct debit will be your fees minus your voucher amount.

5c. Tax Free Childcare

Payment is required in advance by Bacs transfer by the 1st of every month. If the due date falls on the weekend or a bank holiday, payment should be made by no later than the next working day.

5e. The parent/guardian/bill payer remains responsible for fees and the nursery is not liable for collections from third parties, e.g. colleges, grant funding, voucher providers. The parent/guardian/bill payer remains responsible for all outstanding fees paid.

6. Arrears

6a. Any payment declined for any reason returned will incur an administration charge of £25, followed by £5.00 per day thereafter (including weekends and bank holidays) up to 14 days.

6b. Coat of many Colours Nursery reserves the right to refuse admission to any child whose account is in arrears. For example, if you have paid January's invoice but have not paid February's invoice on the 1st February, you still will not be able to access the nursery on the 2nd February until your outstanding arrears are paid in full.

6c. In the first instance, you will receive notification of your outstanding arrears either by email or call. We will reissue your invoice with late charges included in the total and request the new invoice amount be paid within 7 days via the usual payment method. Your child cannot attend the setting until the outstanding payment is made.

6d. After 7 days if the outstanding amount is not paid, Coat of many Colours Nursery will terminate the contract and refer your outstanding balance to our Debt Collectors for recovery at a cost to you their charges.

6e. In addition as prescribed by the Late Payments Act 2002, we will claim interest on late payments of 8.5% per annum. If the account remains outstanding following the formal demand CMC Nurseries will pursue through the legal system any outstanding monies and any court costs are added to the debt accordingly.

7. Sessions

7a. Sessions, days and hours are not interchangeable.

7b. The minimum number of sessions your child can be booked into the Nursery for is for 2 session per week. One session equals either a morning or afternoon half-day session.

7c. Ad-Hoc sessions are billed at the sessional rate with a 10% surcharge and due for payment immediately.

7d. Ad-Hoc hourly sessions are billed at the hourly sessional rate with a 10% surcharge and due for payment immediately.

7d. Hourly sessions are billed at the hourly sessional rate. The child is required to attend the setting for at least 2 hours per week.

7e. Shift patterns and rolling rota contracts require a minimum of 6 sessions per week. 1 months' notice is required. CMC Nurseries have the right to decline any new shift patterns.

7f. Parents/guardians/bill payers either dropping off or collecting beyond the booked session times will be subject to an additional surcharge. A Surcharge will be levied £5.00 for each 5 minutes children are dropped off or collected outside their booked session times and require payment within 3 days.

8. Opening Times.

8a. The nursery is open from 07:30 to 18:00, Monday to Friday. The Nursery will be closed for weekends, Bank Holidays and between Christmas and New Year. There is optional early drop off and extended pickup.

9. Cancellation/Termination.

9a. Notice Period

Written notice of one month must be in writing and posted to the nursery manager. You must inform CMC Nurseries by no later than the 20th of the previous month. For example, if you are terminating your contract for September you would be required to inform the nursery in writing no later than by the 20th August. Otherwise you will be required to pay for the month of August as well as the notice period of a month.

9b. Failure by the Parent/guardian/bill payer to provide one calendar months' notice or any notice at all shall render the parent/guardian/bill payer liable to the nursery for one month's fees.

9c. A place will not be offered at CMC Nurseries to a child within 3 months of them leaving.

9d. The deposit is not the first months fees, or the final months fees, and will be refunded in full within 6 weeks of the child leaving the nursery provided one calendar month notice has been given in writing prior to your child leaving nursery, and no additional payments or fees are outstanding on your account.

9e. CMC Nurseries reserves the right to terminate any Child's enrolment or restrict access to parent/guardian/bill payer or child, at any time without notice, in consideration of the protection of other children and staff, and the well-being and smooth operation of the Nursery. Any disruption caused by a parent/guardian/bill payer or child that is deemed inappropriate or not conducive to a nursery environment, or undermines the reputation of the Nursery, or its staff, will be cause for termination at the discretion of the Nursery Manager.

9f. We reserve the right to end this agreement with immediate effect and without notice if (1) you have not paid the agreed fees (2) you have breached your obligations under this agreement (3) your child's behaviour is unacceptable or endangers the safety and well-being of the staff and any of the other children in the Nursery (4) financial, business or commercial reasons compel us to radically change the nature of the Nursery's operations, including but not limited to permanent closure of the Nursery, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy (5) the behaviour of parents/guardian/bill payers/authorised contacts/visitors are in breach of the Parents, Carers and Visitors Behaviour: Expectations and Procedures Policy.

9g. We reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Nursery.

Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. In some instances, we may suspend a child until additional support is put in place. We ask all parents / guardian/bill payers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.

10. Non-Solicitation of staff.

10a. During the term of this agreement and for the period of 6 months following termination (however terminated) where a member of staff, within 6 months of leaving the employment of the Nursery, is employed by a parent/ guardian/bill payer to care for their child, who was previously registered at the Nursery, then the parent / guardian will be liable to pay a sum equivalent to two month's salary for the employee at the time their employment with the Nursery terminated.

11. Non-Attendance.

11a. Please advise the nursery prior to 8:45 am if a child will not be attending due to illness. Otherwise your child's non-attendance will automatically be documented as an uninformd absence (Recording of uninformd absences is part of the safeguarding policy and procedure).

11b. Fees are based on booked days, not attendance, therefore parents/ guardians/bill payers are responsible for fees whether child attends or not. (This includes sick days and holidays booked.) Fees are payable during periods of absence from the nursery, including sickness, holidays and Bank Holidays and training days.

11c. CMC Nurseries cannot undertake the care of sick children. The nursery must be informed of any child sickness or problems before attempting to bring the child to the premises. Each case can then be considered on a strictly individual basis. As noted above no refund will be given in the event of the child's exclusion due to illness.

11e. If children fall ill during the day /s will be contacted to arrange to collect them. If the parent/ guardian/bill payer is unavailable other authorised contacts will be called.

12. Non-Disparagement.

12a. By signing this contract, you agree that you will not disparage the Company or any of its officers, directors, or employees. Including language that covers disparaging communications made or transmitted on the internet or social media sites. Any breach of this non-disparagement clause will be a breach of contract on your part. The company would have the right to commence proceedings against you for any losses arising out of such breach.

By signing these terms and conditions you agree you will not disparage the Little Trees Nurseries Ltd or any of its directors, officers, agents or Executives or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of CMC Nurseries or any of its directors, officers, agents or employees.

13. Disruptions to Service (Force Majeure).

13a. Disruptions may require the closure of the nursery or reduction in service. In such cases fees remain payable during any period of closure. Examples of force majeure include but are not limited to weather (including snow and ice), other acts of God or third parties outside of CMC Nurseries control including disruptions to highways, public

transport, utilities and industrial action, an Ofsted investigation, fire, flood or any other reasonable incident not in our control. In the event that the Nursery is compelled to close we are not able to offer any refunds, compensation or organise alternative childcare, nor can we accept any consequential liability sustained by parents / guardians/bill payers due for example to loss of earnings or costs associated with alternative childcare.

14. Personal Property & Belongings.

14a. CMC Nurseries cannot be held liable for the loss or damage of any item belonging to the public on the premises. This particularly applies to children's clothing and toys as well as motor vehicles, prams and buggies. It is the parent's/ guardian's responsibility to name and clearly label all items of clothing. Toys, books or other equipment are not permitted.

15. GDPR.

15a. By signing acceptance of the Terms & Conditions you give CMC Nurseries express consent to retain and process that information provided by the parent/guardian/bill payer, which directly relates to the child, for the sole purpose of childcare. CMC Nurseries have an obligation to report any circumstances to the relevant authorities where we consider a child may be at risk of harm or neglect. This may be done without your consent and/or informing you.

16. Liability.

16a. We accept no responsibility for any loss suffered by parents/ guardians/bill payer, arising directly or indirectly as a result of the nursery being temporarily closed or the non-admittance of your child to the nursery for any other reason e.g. illness, holidays, bank holidays. We accept no responsibility for children whilst in their parents/ guardian's/bill payer's care on company premises i.e. prior to arrival or after picking up. We are not responsible or liable to parents/ guardians and / children for any economic loss of any kind. For damage to the child's or parents/ guardian's/bill payer'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.

17. Early Years Entitlement (EYE)

17a. Early Years Entitlement as part of a private nursery place:

(I) All year round: Under the Universal Entitlement the first 11.17 hours per week are free of charge for 52 weeks of the year. The free hours per week are doubled to 22 for those qualifying for the Extended Entitlement.

(II) Term time only: Up to 15 hours per week (Universal Entitlement) or 30 hours per week (Extended Entitlement) for 38 weeks of the year. We do not provide private term-time only contracts, therefore private hours would be required to be paid for 52 weeks of the year.

These hours are deducted from your invoice. The amount is annualized and divided into either monthly or weekly payments.

17b. Free Entitlement-only:

(I) All year round: Up to 11.17 hours per week (Universal Entitlement) or 22 hours per week (Extended Entitlement), 52 weeks of the year.

(II) Term time only: Up to 15 hours per week (Universal Entitlement) or 30 hours per week (Extended Entitlement) for 38 weeks of the year.

17c. Parents / Guardians / Bill Payer may choose from any of our available sessions, with a maximum of 10 hours free in any one day. Sessions are 8.00am-1.00pm, 1.00pm-6.00pm or 8.00am-6.00pm or 9:00-12:00, 12:00-15:00. Free Entitlement hours cannot be used for any other sessions on a term time only basis.

17d. Funding can only be moved from one setting to another at the beginning of each term. We require one term in advance in writing and posted to the nursery manager. If for any reason the LEA will not fund sessions already taken by the Parent/Guardian/Bill Payer, the Parent/Guardian/Bill Payer will be liable for costs incurred and sessions will be charged at full cost.

17e. Any hours that fall outside of the funded entitlement are charged in line with our standard tariffs. Under scheme rules, parents / guardians /bill payers registering for Free Early Education Entitlement-only sessions are not required to pay a registration fee, however a registration fee will be required to access all other sessions. Free Entitlement sessions are offered in line with the DfE and Local Authority's Codes of Practice and are subject to their terms and conditions.

17f. Please note that it is the parent's/guardians /bill payer's responsibility to ensure that their application for EYE funding is made in line with the LEA's requirements. Late, incomplete or invalid applications may result in nursery fees being charged at our normal rates for these sessions.

18. Agreement / Variation / Acceptance.

18a. We may change the terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending the Nursery.

18b. The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a court of law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect. These terms and agreement represent the entire agreement and understanding between the Parent / Guardian / Bill Payer and Little Trees Nurseries Ltd. There shall be no variation of this agreement unless it is in writing and made between a Managing Director and the Parent / Guardian/ Bill payer.

18c. We reserve the right to update and/or amend these Terms and Conditions. We reserve the right to make amendments to the terms and conditions of your childcare contract with 1 months' notice.

18d. By registering a place at CMC Nurseries, the Parent/guardian/bill payer agrees they have read and understand the Terms and Conditions contained and undertakes to be bound by the same.