

## ST GEORGE'S STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to the following nurseries run by St George's Lupset Limited:

**CHILDCARE @ BROADWAY:** St George's Community Centre, Broadway, Lupset, Wakefield, WF2 8AA  
01924 330265

**CHILDCARE @ SANDAL:** 255 Barnsley Road, Sandal, Wakefield WF1 5NU  
01924 330269

**CHILDCARE @ ST SWITHUN'S:** St Swithun's Community Centre, Arncliffe Road, Eastmoor, Wakefield, WF1 4RW  
01924 361212 Ext. 240

**CHILDCARE @ SUNBEAM:** 9-11 Lupset Crescent, Lupset, Wakefield. WF2 8RH  
01924 330268

Please read the following Terms and Conditions carefully before You decide to submit your registration form for your Child to attend one of our nurseries.

These terms and conditions set out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities and;
- Certain key information required by law.

These terms and conditions will be binding upon You once your application has been accepted by Us.

If you do not understand any of these terms and conditions and want to talk to us about it, please speak with us in person or contact the nursery you would like your child to attend, contact details can be found above:

### 1. DEFINITIONS

The following definitions apply below in these Terms and Conditions

**"Booking Pattern"** Means the days and/or hours which you have requested your Child attends Nursery and those days and/or hours which we have agreed to supply the Services to You as set out your 'parentadmin' account, and any subsequent changes to the Booking Pattern which are requested by You and accepted by Us.

**"Child" Means** the Child or Children to which these terms and conditions apply.

**"Contract"** Means the contract which is entered into between Us and You for Us to provide you with the Services once we have accepted your registration form and confirmed that your Child has been enrolled at your chosen Nursery. The Contract will include the terms upon which the Services are to be provided to You.

**"Childcare Place Confirmation"** Means the confirmation you receive from Us that your registration form has been accepted so that your Child has secured a place with Us at our Nursery and we shall supply our Services to You.

**“Fees”** Means the charges made by Us for the Supply of the Services to You.

**“Meals”** Means the meals provided by Us for your Child and included in the Fees we shall charge to You dependent upon the Booking Pattern you have chosen.

**“Minimum Booking Pattern”** Means the minimum number of hours per week which your Child must be in Nursery for Us to agree to provide the Services to You. The Minimum Booking Pattern is two days per week for Childcare @ Broadway and Childcare @ Sandal and 6 hours per week for Childcare @ St Swithun’s and Childcare @ Sunbeam. These Minimum Booking Patterns are subject to change by Us.

**“Nursery”** Means the nursery that You have chosen for your Child to attend as set out on your registration form.

**“Opening Hours”** Means the hours when the Services will be provided. Childcare @ Broadway and Childcare @ Sandal is open between the hours of 8.00am to 6.00pm Monday to Friday for and Childcare @ St Swithun’s and Childcare @ Sunbeam is open between the hours of 9.00am to 12.00pm and 1.00pm to 4.00pm Monday to Friday.

**“Policies and Procedure’s”** Means the written Policies and Procedure’s against which we shall provide the Services to You.

**“Services”** Means the Provision of Childcare during the Booking Pattern included in your registration form excluding Bank and Public Holidays and Training Days, together with any other Services which we provide or, agree to provide, to You.

**“Term Times”** Means the weeks during which the Nursery is open to supply the Services to You. Childcare @ Broadway and Childcare @ Sandal has a Term Time of 51 weeks a year and Childcare @ St Swithun’s and Childcare @ Sunbeam has a Term Time of 38 weeks a year. Term times are published on our website or are available from the nursery and can vary from year to year.

**“Training Days”** Means the days during which the Services will not be provided by Us due to Us being closed to provide staff training. These Training Days will be notified to You in advance.

**“Us”** Means St George’s Lupset Limited which runs the nurseries at Broadway, Sandal, St Swithun’s and Sunbeam. We are a registered charity in England and Wales with charity no. 1094331 and a limited company registered in England and Wales with company number 03848228.

**“You”** Means the person or persons who purchases Services from Us.

**“Nursery Management System”** Means the nursery management software, called Nursery in a Box, that we use to store your information and manage your account with us. You have access to this via ‘parentadmin.com’

**“Our Website”** Means [www.stgeorgeslupset.org.uk](http://www.stgeorgeslupset.org.uk) .

## **2. FORMATION OF THE CONTRACT BETWEEN US AND YOU**

- 2.1. A Contract for the Services will be formed between You and Us once You have received a Childcare Place Confirmation email, sent from Us via our Nursery Management System and

You have completed and submitted the registration form via 'parentadmin.com' account. By submitting this form, you agree to our terms and conditions and privacy policy.

- 2.2. You must carefully check the details entered on the online registration form and if there is an error or your requirements have since changed you must contact Us immediately to discuss an amendment to your online registration form.
- 2.3. Until such time as you have received our Childcare Place Confirmation email from Us via our Nursery Management System, that your Child has secured a place with Us a Contract for Us to provide the Services to You has not been created. Please note that your application for your Child to attend a Nursery is subject to availability and a waiting list may be operated by Us if demand for Our Services is high.
- 2.4. These Terms and Conditions govern the Contract between You and Us for the Services once you have received our Childcare Place Confirmation email from Us that your Child has secured a place with Us.
- 2.5. The Terms and Conditions are supplemented by our Policies and Procedure's which are binding upon both Us and You and form a term of the Contract by which we shall supply to you the Services. You will be expected to follow and abide by our Policies and Procedure's copies of which can be obtained from the Nursery Manager or can be viewed and downloaded on our website.
- 2.6. We reserve the right to make changes to these Terms and Conditions and to our Policies and Procedure's from time to time. In the event of any amendments You will be notified by Us of the relevant changes and updated copies will be published on our website.

### **3. DURATION OF THE CONTRACT**

- 3.1. The Contract shall last until it is terminated by either You or Us.
- 3.2. You are required to give to Us no less than 28 days' notice, in writing, of your wish to cancel the Contract and your Child's place with Us.
- 3.3. You are liable to pay our Fee during this notice period.
- 3.4. We may terminate and cancel this Contract by giving to you no less than 28 days' notice in writing to terminate your Child's place with Us.
- 3.5. In addition, we may terminate and cancel this Contract without giving to You notice in accordance with clause 3.4 in the event of any of the following circumstances taking place:
  - 3.5.1. You have failed to pay our Fees in accordance with these Terms and Conditions and our Fees or any part thereof remain outstanding for month than 14 days outside of our payment terms.
  - 3.5.2. If we are unable to supply to You the Services because You are in breach of your obligations as set out in paragraph 6 below.
  - 3.5.3. If, in our absolute discretion, we believe that the behaviour of You or your Child is posing a risk to the health safety and wellbeing of your Child or any other Children to whom we are supplying the Services or to any member of staff employed by Us to supply the Services.

#### **4. CHANGES TO THE CONTRACT**

- 4.1. Any changes which You wish to make to the Contract must be agreed between Us and You before the changes form part of the Contract.
- 4.2. If You wish to increase the Booking Pattern You must give to Us no less than 24 hours' notice of your requested change. We shall confirm to You if we are able to provide the Services to You for the increased Booking Pattern. Please note that our ability to do so will be dependent upon the Nursery's availability to meet your request.
- 4.3. If You wish to decrease the Booking Pattern You must give to Us no less than 14 days written notice such notice to be sent by email to the Nursery or handed in person to the Nursery Manager. You will be charged the Fee for the existing Booking Pattern during this notice period whether or not your Child attends Nursery on the days/hours of the existing Booking Pattern.
- 4.4. Any decrease to your Booking Pattern must not reduce your Child's attendance at Nursery below the Minimum Booking Pattern. If it does, we reserve the right to reject your request and the original Booking Pattern will continue to apply to the Contract.
- 4.5. If You wish to request that your Child attends Nursery for any additional ad hoc days/hours these must be booked with Us in advance and will be subject to availability.
- 4.6. You are referred to paragraph 1 which sets out the minimum Booking Pattern for each Nursery and the Booking Patterns are subject to change by Us as may be necessary for Us to continue to provide the Services to You. Any changes which we wish to make to the Booking Pattern for each Nursery will be notified to You in advance and at least 1 months' notice will be provided by Us to You of any such change.

#### **5. SUSPENSION OF THE SERVICES**

- 5.1. The Services may be suspended by Us at any time and at our discretion in the event that we are unable to supply the Services for example due to bad weather or the absence of staff rendering it, in our view, unsafe for us to open to supply the Services to You. In the event that our Services have to be suspended we shall be under no obligation to provide You with alternative Services for your Child and You will not be charged for any period during which the Services are suspended.
- 5.2. We shall use our reasonable endeavours to provide you with as much notice as possible of our intention to suspend the Services however it may not be possible to do so in the event of an emergency or an unexpected event.
- 5.3. We reserve the right to refuse admission to your Child or to exclude your Child on a temporary basis so that there is a suspension of the Services which we provide to your Child regardless of whether the Nursery is otherwise open during the Opening Times in the following circumstances:
  - 5.3.1. Where in our view care of a particular or specialist type is required for your Child or is requested by You which We are unable to provide or

5.3.2. We consider, in our absolute discretion, that the behaviour of your Child or You means that the health safety and wellbeing of your Child and/or other Children attending the Nursery is affected and that your Child needs to be excluded on a temporary basis as a result.

5.4. Where our Services are suspended in accordance with clause 6 of these Terms and Conditions You shall still be required to pay our Fees notwithstanding that your Child has not attended Nursery due to their exclusion.

## **6. OUR OBLIGATIONS**

6.1. We shall use our reasonable endeavours to provide the Services to You and to do so with reasonable care and skill in accordance with these Terms and Conditions and our Policies and Procedures.

6.2. We shall provide Meals to each Child in accordance with their chosen Booking Pattern as set out below:

- Children attending a full day at Childcare @ Broadway and Childcare @ Sandal shall receive 3 meals per day and afternoon snacks;
- Children attending a short day at Childcare @ Broadway and Childcare @ Sandal shall receive 2 meals and afternoon snacks;
- Children attending a morning session lasting more than 4 hours at Childcare @ Broadway and Childcare @ Sandal shall receive 2 meals, 4 hours sessions will receive 1 meal
- Children attending an afternoon session at Childcare @ Broadway and Childcare @ Sandal shall receive 1 meal plus afternoon snacks
- Children attending Childcare @ St Swithun's and Childcare @ Sunbeam will receive snacks.

6.3. In the event of an accident we shall treat your Child with first aid treatment unless you have notified Us in writing that you do not wish your Child to receive certain types of first aid treatment. In the event of an accident or medical emergency where we deem it necessary and appropriate to take your Child to hospital we shall do so. Alternatively, we shall contact you to ask you to remove your Child from Nursery. We shall notify You of your Child's accident or medical emergency as soon as we are able to do so.

6.4. An accident book shall be maintained and You shall be required to sign the book to record that You have been notified of your Child's accident.

6.5. We shall do all that is reasonable to ensure that our Culture, Policies and Procedures are made accessible to your Child in the event that your Child has any disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or the Equality Act 2010 and we shall do all that we can to accommodate the needs of your Child and make reasonable adjustments where possible.

6.6. If we determine, in our sole discretion that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child then we shall be permitted to request that you withdraw your Child without being charged fees in lieu of notice.

- 6.7. Children who attend the Nursery have the right to protection from neglect physical, sexual and/or any other abuse and it is our priority to keep Children safe from harm. We have a full written policy on safeguarding and child protection.
- 6.8. We reserve the right to refuse to release your Child to anyone other than You or your authorised persons.
- 6.9. If our performance of our obligations under this Contract is prevented or delayed by anything which you do (or fail to do) we shall not be liable for such breach.
- 6.10. We do not accept responsibility for any loss or damage to any personal property which You or your Child brings onto the Nursery premises.

## **7. YOUR OBLIGATIONS**

- 7.1. You shall co-operate with us so that we may provide You with the Services.
- 7.2. You shall provide to us such information as we may reasonably require about your Child including any known medical condition, health problems, allergy or diagnosed dietary requirement, any prescribed medication, any lack of any vaccination which your Child would ordinarily have by their age, any family circumstance or Court Orders affecting your Child which we need to be aware of (including any change to such Court Order, and You should provide us with a copy of any Court Order) or any concerns about your Child's safety;
- 7.3. You shall provide sufficient nappies, wipes and creams, sun cream and a change of clothes for your Child's attendance at Nursery.
- 7.4. You shall provide your contact details and those of your authorised persons who may collect your Child whose details should be included on your registration form. If We are not reasonably satisfied that an individual is authorised to collect your Child We will not release your Child into their care. All collections must be by a person over the age of 16.
- 7.5. You shall notify Us immediately if You are unable to collect your Child from Nursery by the official collection time.
- 7.6. You must ensure that your details are at all times accurate and that You keep these details up to date by promptly informing either the Nursery Manager or by amending your details stored in your 'parentsadmin.com' account.
- 7.7. You will not bring your Child to Nursery if they are suffering from a contagious disease and You are referred to our Health and Wellbeing policies which set out the minimum exclusion period which apply for different diseases and conditions. We reserve the right to refuse admission to any Child if we suspect them of having a contagious condition or consider them too ill to attend Nursery.
- 7.8. In the event that your Child is prescribed antibiotics You will not bring your Child to Nursery during the first 24 hours after the first dose of antibiotics has been taken.
- 7.9. You will not bring into Nursery any meals or snacks for your Child unless such meal or snack has been approved in advance by the Nursery Manager.

- 7.10. For safety and wellbeing reasons you agree not to use a mobile phone whilst on Nursery property.

## **8. CHARGES AND PAYMENT**

- 8.1. Our current Fees are as set out on our website or can be provided to you by the Nursery Manager. The Fees are subject to change and any changes made to our schedule of fees will be chargeable to You after 14 days' prior notice of publication upon our website. Changes to our Fees will not be made more than once in any 12-month period.
- 8.2. Our Fees shall be invoiced on or after the 15<sup>th</sup> day of each Month and shall include our Fees for the supply of Services to You during that calendar month. The invoice will be available for you to view in your 'parentadmin.com' account.
- 8.3. In some circumstances a Fixed Monthly Payment Plan can be agreed with the Nursery Manager.
- 8.4. For any additional ad hoc days booked by You these may appear on the following month's invoice if they are booked with Us after the 15<sup>th</sup> day of the month. If You book and then cancel any ad hoc session We reserve the right to still charge for that session
- 8.5. We reserve the right to charge You an additional charge of £5 for every 15 minutes which are You late in collecting your Child outside of your Booking Pattern. Persistent lateness may result in cancellation of your child's place.
- 8.6. You shall be charged for any booking which you make for your Child regardless of whether your Child is in attendance, for example, through illness.
- 8.7. We shall not charge for Bank Holidays or any other days when the Nursery is closed including Training Days and any day which the Nursery closes for an emergency.
- 8.8. Our Fees include Meals depending upon the Booking Pattern You have chosen for your Child.
- 8.9. We accept funded childcare which may be available to You of up to 570 hours per year. Funded childcare is available from the Local Authority for all 3- and 4-year olds and some 2-year-old children the term after their second or third birthday. In addition, You may be eligible to up to an additional 570 hours of funded childcare if your Child is 3 or 4 years of age. It is your responsibility to make enquiries with your Local Authority or Childcare Choices website to ascertain if your Child is eligible for funded childcare and to make the appropriate application. If we do not have proof that you are in receipt of funded childcare we shall charge our Fees. If you choose to access any additional childcare hours over and above funded childcare, these will be charged in accordance with our Fees.
- 8.10. Payment of our Fees is due within 30 days of the date of the invoice issued to your 'parentadmin.com' account.
- 8.11. In the event that You fail to pay our Fees on time by its due date then we may:
- 8.11.1. Charge interest upon the unpaid invoice at a rate of 4% per month until payment is made. Interest will accrue on a daily basis;
- 8.11.2. Charge you a reasonable administration fee upon the late paid invoice to cover our additional costs of seeking payment from you;

- 8.11.3. Suspend all Services until payment has been made in full
- 8.11.4. Terminate the Contract with immediate effect in the event that payment of our Fees remains outstanding for more than 14 days than the due date set out in paragraph 7.10 above.

## **9. YOUR PRIVACY AND PERSONAL INFORMATION**

- 9.1. Our Privacy Policy is available on our website.
- 9.2. Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from You, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information

## **10. COMPLAINTS**

We operate a complaints procedure. Should You wish to raise a complaint with Us please refer to our complaints policy and address your complaint in the first instance to the Nursery Manager.

## **11. WHOLE AGREEMENT**

- 11.1. Terms and Conditions together with our Policies and Procedure's form the Contract between Us and You.
- 11.2. Both Us and You agree that no other terms can be implied to form a Term of Contract unless they have been expressly agreed by both Us and You and confirmed by Us in writing.

## **12. ASSIGNMENT AND THIRD-PARTY RIGHTS**

- 12.1. This Contract is personal to You and may not, without our written consent be transferred or assigned to any other person.
- 12.2. A person who is not a party to the Contract shall not have any rights under or in connection with the Contract and accordingly the terms of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

## **13. GOVERNING LAW**

The Contract is governed by the laws of England and Wales and any dispute arising out of or in connection with the Contract and/or these Terms and Conditions shall be determined by the courts of England who shall have exclusive jurisdiction to determine any such dispute or claim.