



The Blue Strawberry Cawston Grange Nursery Terms & Conditions

Definitions

1. In these terms and conditions “The Blue Strawberry”, “we” and “our” means The Blue Strawberry Kids Daycare Ltd at Cawston Grange Primary School, Scholars Drive, Rugby, Warwickshire, CV22 7GU; “parents” or “you” means the parents or guardians or person responsible for any child registered at the Blue Strawberry; and “children” or “child” means any child that has been registered at The Blue Strawberry; “chosen representative” means a person nominated by the parent to collect a child; “start date” means the date on which a child commences attendance at The Blue Strawberry.

Registration

2. When you register your child with The Blue Strawberry this reserves a place for your child to attend on a full or part time basis as agreed between us, commencing on the agreed start date.

3. Where there are no places available at the time parents wish to register, they will be placed on a waiting list, which is operated, in strict rotation according to the date of registration and the type of place required.

4. We accept one intake in September. All Nursery places will be allocated during the Spring Term of the year that they will be joining us in the September.

5. Those children who are not in receipt of their Nursery Education Funding until January or April of the academic year they are due to start, may accept a place from the September, providing your child is above the age of 2 years. Sessions for these children will be charged for at the appropriate rate until they become eligible for the Nursery Education Funding.

6. We **DO NOT** offer the three hour sessions for children under the age of three years or for those children who are not eligible for the Nursery Education Funding.

7. In order to register your child with The Blue Strawberry Kids Day Care Ltd or to go on to our waiting list parents must complete and sign our registration form and pay the appropriate registration fees.

8. For those children who will only be accessing the Nursery Education Funded sessions there will be **no registration fee**.

9. Those children in receipt of the Nursery Education Funding but wishing to access hours above the Government entitlement will be required to pay a **£30 non-refundable registration fee**.

10. Registration for part time places must specify the days for which care is required. Whilst we will do our utmost to accommodate any subsequent changes to the days required, we cannot guarantee being able to accommodate these.

11. Places confirmed upon registration including hours and days will be charged for irrespective of your child’s attendance at Nursery.

12. We operate a policy of no deferral on start dates and places must be taken up on the date specified on the registration form.

13. Any changes to the days and care required **MUST BE IN WRITING**.

14. Parents are required to share with us details of who has Parental Responsibility for a child and we ask that this is made clear on the registration form.

15. For clarification, mothers **ALWAYS** hold Parental responsibility for a child **UNLESS** the child has been adopted. If parents **ARE** married at the time of the child’s birth then the father also has parental responsibility. If parents **ARE NOT** married at the time of birth but the father is on the birth certificate then both the mother and father have parental responsibility. If parents **ARE NOT** married at the time of birth and the father **IS NOT** on the birth certificate then the mother has parental responsibility.

16. Please be aware that the registration process leads us to make important decisions and financial commitments in terms of the required staffing levels for the children attending at any given time. This is why we must insist upon the notice periods



outlined below, prior to the start date if we are able to waive the first month's fees upon cancellation of the child's place.

Cancellation of Places and Notice Period

17. If parents wish to reduce the level of attendance of a child or if a child is to leave The Blue Strawberry, **ONE CLEAR CALENDAR MONTHS' NOTICE** in writing is required. For example if you would like your child to leave at the end of September then notice must be given in writing before the end of August.

18. In the event that parents wish to cancel a place for a child attending Nursery, no fees will be payable **PROVIDED THAT** we receive **ONE CLEAR CALENDAR MONTH'S** notice in writing from you that your child will no longer be taking up their place.

19. **ONE CLEAR CALENDAR MONTH'S** fees will be payable in the event that less than **ONE CLEAR CALENDAR MONTH'S NOTICE** is given, whatever the reason for the cancellation of the child's place. So, for example; if your child was due to start with us in September, we must receive notice by 31st July.

Payment of Fees

20. Fees apply for our operational hours of 8.00 am to 6.00 pm Monday to Friday.

21. Fees are payable for 51 weeks attendance per year.

22. Our fees are calculated using the Nursery Management system. The Nursery Education Funding entitlement will be deducted automatically from the monthly invoices.

23. Fees are payable on 26th of every month **IN ADVANCE**

24. Childcare vouchers **MUST** be paid on 26th of every month **IN ADVANCE**.

25. We are closed on all Bank Holidays and fees are payable irrespective of this.

26. We close at 2pm on Christmas Eve.

27. Any additional sessions will be charged at the daily / half daily rate and are payable on the day by cheque or cash.

28. Fees are payable for **ALL** sessions booked irrespective of whether or not a child is absent because of family holiday or illness or if specific Nursery events coincide with pre-booked sessions.

29. Fees will still be payable for Nursery closure due to severe weather including flooding, snow or similar event.

30. Places confirmed upon registration including hours and days will be charged for irrespective of your child's attendance at nursery.

31. Our fees are reviewed annually prior to September and may be subject to changes.

32. In the event of any fees remaining unpaid or parents breaching any of these terms and conditions we reserve the right to suspend or terminate a child's place. Please see clause 33 for late payment charges.

33. Late payments are subject to the following charges; any payment received after the due date of the 26th of each month and up to one working week from this date will incur a 5% charge on the outstanding monies. Any fees paid after this will then incur a further 10% charge on the outstanding monies along with an administration charge of £25.00.

34. We reserve the right to refer the debt to our debt collection agency at any point.

35. We are sorry but we cannot give refunds for any absence for whatever reason.

Nursery Education Funding/2Help Programme

36. You will be entitled to claim Nursery Education Funding for your child from the term following their 3rd birthday. Alternatively if you are eligible for the 2Help Programme you can claim funding from the age of two.



37. You are entitled to claim a maximum of 15 Nursery Education hours per week, which may be claimed across two different childcare providers.
38. Nursery Education/2Help Programme Funding is only available during term time (38 weeks per year). If you decide to leave half way through a term, unfortunately your funding entitlement will remain with us for the duration of the term.
39. You may re-apply for your funding at a different setting in the following term.
40. Any additional hours outside of the funding will be charged for at the appropriate rate using the pricing policy.
41. Funding is allocated by the Local Authority and any changes made are at the discretion of Warwickshire County Council; these decisions are out of our control.
42. Warwickshire County Council set a headcount day each term. Unfortunately the Nursery education hours claimed on this date **CANNOT** be amended. You will be unable to increase or decrease the claimed hours after this date.

Mutual Obligations

43. Parents should notify us by 9.30 am if their child is unable to attend.
44. We reserve the right to send home any child if such an action is deemed to be necessary or in the best interests of that child or other children.
45. Please note that it is important for the children to be collected promptly.
46. We appreciate that delays can sometimes be unavoidable but to cover our costs we do reserve the right to charge **£10 per quarter of an hour (or part of a quarter of an hour)**. Ofsted regulations dictate that when caring for children there should always be 2 members of staff present
47. Whilst your child is in our care, The Blue Strawberry staff will act in loco parentis for the duration of the time that the child is with us, both on and off the premises, until a parent or chosen representative collects the child.
48. In the case of any illness, accident or emergency The Blue Strawberry shall have the right to take such actions as are deemed necessary, including arranging medical treatment, the administering of anaesthetics and hospitalisation if deemed necessary by medical staff, even if the parents have not yet been informed.
49. In the event of a child requiring medical intervention, a member of the Nursery management team, along with another staff member can transport them to hospital using a company vehicle if an ambulance is not a necessity.
50. Transportation of this nature will only occur should we be unable to contact parents or the named emergency contacts.
51. In the case of any concerns in relation to the safety and welfare of a child being raised whilst in attendance at the Nursery we have a duty to share such information with appropriate professionals if it is deemed to be in the best interests of the child.
52. If we hold information about a child in relation to Child Protection, then this information will be passed directly onto any receiving Nursery or School. We **DO NOT** require parental permission to do this with any concern surrounding Child Protection
53. If The Blue Strawberry informs parents that a child must be collected prior to the usual collection time, for whatever reason, the parent must either collect the child as soon as possible or nominate and arrange for a chosen representative to do so.
54. If a parent nominates a chosen representative to collect the child from us, we must be informed of the name of the chosen representative, their relationship to the parent(s) or child and sufficient security information to ensure that our security systems are not compromised. This may include a photograph of the chosen representative, password or other agreed information.
55. Parents should inform The Blue Strawberry of any change in marital status, address or telephone numbers (including contact numbers for both parents and any chosen representative) as well as any additional information relating to their child's health or individual requirements.
56. Parents will be asked to sign a parental consent form upon registering their child, seeking permission for children to be taken



outside of the premises, appear in photographs in the Learning Journals, on our website and to use the paddling pool during the summer months.

57. The Blue Strawberry from time to time experiences the difficult situation where a parent seeks to employ a member of staff privately. This can be damaging to the business and can impact on the level of care provided and the efficiency of the nursery. In recognition of these issues, by accepting these terms parents agree to the following provisions, which are intended to balance the needs of all concerned.

58. In the event that you seek to employ a member of our staff (which includes any member of staff who has been employed by The Blue Strawberry whilst your child or any of your children have attended the Nursery) you will pay a one-off fee equivalent to three months' fees normally payable by you or £2000 whichever is the greater.

59. Such sum will be due for payment at the same time as your monthly payment before the member of staff starts in your employment. This provision applies whether your child or any of your children continue to hold a place whether part-time or full-time at The Blue Strawberry.

60. Members of staff are prohibited from working for parents during what would normally be working hours, Monday to Friday 8.00 a.m. to 6.00 p.m. Parents are asked to respect this and not to ask members of staff to break their employment contracts.

61. Nothing in this clause prevents parents from employing a member of staff privately outside working hours (e.g. evening or weekend babysitting) provided that these private arrangements are not made or discussed in the Nursery.

62. **The Blue Strawberry takes NO responsibility for any staff hired by parents, for private child care of any kind, outside of our operational hours of 8.00am to 6.00pm.**

We hope you will understand that our priority is the maintenance of our high standards of care for all children and that you will not ask us to operate outside these terms and conditions.