



# The Blue Strawberry Leamington Spa Terms & Conditions

## Definitions

1. In these terms and conditions "The Blue Strawberry", "we" and "our" means The Blue Strawberry Kids Daycare Ltd at 11-13 Beauchamp Avenue, Leamington Spa, Warwickshire, CV32 5RD; "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. In order to register your child with The Blue Strawberry or to go on to our waiting list parents must complete and sign our registration form and submit the **NON-REFUNDABLE** registration fee of £30. For more than one child it is £25 per child. There is no registration fee for children attending funded sessions only.

5. 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.

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

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

8. If your child is under 12 months old we may be able to defer a start date for a maximum of two calendar months.

9. Any changes to the days and care required **MUST BE IN WRITING**. Please send requests by email.

10. 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.

11. 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.

12. 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. We may be able to waiver the first month's fees upon cancellation of the child's place 1 calendar's month prior to the start date.



## Cancellation of Places and Notice Period

13. 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 31st August. Your place will then be cancelled on the 30th September.

14. In the event that parents wish to cancel a reserved place for a child, no fees will be payable PROVIDED THAT we receive **ONE CLEAR CALENDAR MONTHS' NOTICE** in writing from you that the child will not be taking up the place.

15. **ONE CLEAR CALENDAR MONTH'S** fees will be payable in the event that **LESS THAN ONE CLEAR CALENDAR MONTHS'** 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 on 4th September, we must receive notice by 31st July in writing in order for you not to have to honour your fees.

16. Term time only contracts will be required to give **ONE CLEAR HALF TERM'S NOTICE**. **ONE CLEAR HALF TERM'S** fees will be payable in the event that less than one half terms notice is given, whatever the reason for the cancellation of the child's place. So, for example if you wish to leave at the end of the Winter Term (Christmas) notice must be given by October half term.

## Payment of Fees

17. Fees apply for our operational hours of 7.30 am to 6.00 pm Monday to Friday, for 52 weeks per year.

18. Fees are payable for 52 weeks attendance per year.

19. Starting at 7.00 a.m and finishing at 6.30 pm is available on request and is charged at an additional £7.50 per half an hour.

20. Our monthly fees are calculated by multiplying the weekly figure by 52 and dividing by 12. In this way all months cost the same, irrespective of how many weekends occur in a particular month or whether or not a child is absent because of family holiday or illness.

21. Our fees are calculated using the current daily / half daily rates.

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

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

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

25. We close at 1.30pm on Christmas Eve and New Year's Eve.

26. Any additional sessions will be charged at the daily / half daily rate and are payable on the day by bank transfer or card. We are sorry but we **DO NOT** offer hourly charges, whatever the circumstances.

27. Fees will still be payable for Nursery closure due to unpredictable circumstances such as severe weather including flooding, snow, pandemic or similar event

28. When attending the Nursery for your child's settling in sessions, we offer 2 hour sessions free of charge. Any half day or full day bookings prior to start date will be charged at our standard rate.

29. Fees are payable if you are absent for holidays, sickness or self isolating.

30. Our fees are reviewed annually and may be subject to changes.



31. 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 32 for late payment charges.

32. Families with more than one child attending the Nursery will be entitled to a discount of 10% from the total monthly fees.

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.

## Early Education Funding

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

37. Whether you are entitled to claim 15 or 30 hours of funding per week, this may be claimed across two different childcare providers. Over 3's may be eligible to claim up to 30 hours if parents meet the current criteria

38. You may re-apply for your Early Education Funding at a different provider in the following term.

39. Any additional hours outside of the Early Education Funding will be charged for at the appropriate rate using the Nursery Invoicing system and the Nursery pricing policy.

40. Early Education 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.

41. 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.

42. The parent/guardian must ensure that claimed hours are fully attended. Persistent non-attendance of claimed hours can result in the funding being reclaimed from the parent by ourselves on behalf of Warwickshire Country Council.

## Mutual Obligations

43. Parents should notify us by 9.30 am if their child is unable to attend.

44. In the event of attendance restrictions put in place by local authorities or government, the nursery will only be available for vulnerable children and children of critical workers

45. 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.

In the event of attendance restrictions put in place by local authorities or government, the nursery will only be available for vulnerable children and children of critical workers

46. Please note that it is important for the children to be collected promptly. We appreciate that delays can sometimes be unavoidable but to cover our costs we do reserve the right to charge **£15 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 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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 Journeys, on our website and to use the paddling pool during the summer months.

55. Parents are not permitted to seek out our staff for their own employment.

56. 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 £3500 whichever is the greater.

57. 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 fulltime at The Blue Strawberry.

58. Members of staff are prohibited from working for parents during what would normally be working hours, Monday to Friday 7.30 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.

59. 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.

60. **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 7.30am 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.