**TERMS AND CONDITIONS for Otford Nursery**

Amended 30th August 2022

***Otford Nursery School and Oasis After School Club,***

***Co Otford School, High street, Otford, Kent, TN13 3RT.***

***01959522364***

***nursery@otford.net***

***Facebook: Otford Nursery School***

A comprehensive list of all Otford Nursery policies and procedures can be found on our website and upon request to Carole-Anne Wakefield, Admin Manager

We will not tolerate any form of verbal or physical abuse of our staff, parents or children at any time.

**Fees**

Children may enroll for up to ten sessions with a minimum of two sessions per week, term time.

The cost of each session is as follows:

**2 Years**

8.30 am – 11.30 pm £27.00

12.00 pm – 3.00 pm £27.00

**3-4 Years**

8.30 am – 11.30 pm £25.00

12.00 pm – 3.00 pm £25.00

**Lunch**

11.30 – 12.00 £4.00

Fees must be paid termly, in advance. Invoices will be sent home during the second week of each term and must be paid by the half term week, unless prior arrangement has been agreed with nursery management. Cheques should be made payable to Otford Nursery School.

All fees and charges must be paid by cheque, bank transfer, vouchers or cash, termly on receipt of an invoice with the exception of occasional bookings which must be paid for on the day.

A half term’s notice is required to cancel a place or a half term’s fees may be paid in lieu. Failure to pay on time may lead to your child losing his/her place.

**Payment for Sessions Booked/Attended and Penalties**

 Failure to settle all fees and/or penalties when due may result in Otford Nursery taking action (including legal action) to recover all outstanding debts. This could also result in the child’s/children places being terminated until settlement is received.

 Sessions that have been booked on a permanent basis require half terms notice period to cancel.

If Nursery has to close due to bad weather, fees will not be reimbursed unless closure is for more than 2 weeks which will result in a refund.

If nursery needs to close for longer than two weeks on the advice of Public Health England, then this will result in a refund.

If nursery needs to shut for longer than two weeks due to staffing reasons this will then result in a refund

**Responsibility for Payment**

The responsibility for payment of all fees, charges and penalties lies at all times with the person who has made the booking.

**Penalties for Late Collection**

It is the responsibility of all parents/carers collecting children to do so promptly at

the end of the session booked. Any child uncollected at the end of their session will be cared for, for one hour after which Staff will Contact the Local Authority Social Services Department.  The child stays at setting in the care of two fully vetted Otford Nursery School/Oasis After School Club workers until the child is safely collected either by the parents or by a social worker.  Failure to do so will expose the parent / carer to the payment of a financial penalty and will constitute a breach of the terms and conditions, entitling Otford Nursery to consider withdrawing the child from subsequent sessions.

All parents/carers collecting children up to10 minutes beyond their pickup time will be charged a late collection penalty of £5.00 per child. Any parent/carer collecting children after 10 minutes beyond their pickup time will be charged a single late collection penalty of £10.00 per child.

The penalty must be paid before the child is able to return to nursery.

Where the penalty is outstanding, and further sessions have been booked and paid for by the parent/carer, the club reserve the right to exclude the child, until the penalty is paid, without issuing a refund for sessions unattended.

**Funding**

We offer 3 and 4 year olds Free Entitlement via Government Funding. The term after children turn 3 years of age, they are entitled to 15 hours of free funding per week. Our pattern for funding is 3 hours per session in the morning or afternoon over 5 days of the week. Please note that all hours over and above this pattern, including lunch, will be charged accordingly. Further details regarding Free Entitlement are available from Carole-Anne. We also are involved in the Free for 2 Year old scheme and 30 hour scheme, subject to spaces, please speak to Carole-Anne for further information.

**Registration**

All parents/carers must complete our enrolment Form, enrolment conformation, permissions, data protection and all about me formsbefore a child can be accepted at Nursery. All can be obtained from Otford Nursery. We are required by law to see the child’s birth certificate and red book upon enrolment

Any changes to the information contained on the Enrolment Form, whether it be contact details, medical details, change of address, etc., must be notified in writing by the parent/carer as soon as possible to the Nursery admin manager.

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| **Booking additional/occasional sessions** All additional sessions requested by parents/carers are subject to availability.  |

**Sickness policy**

Any child suffering with Covid 19 related symptoms, a temperature, cough, lack of taste or smell will be isolated with a member of staff, and parents will be called to collect immediately. The child can only return after symptoms have passed.

Any child who has suffered from diarrhoea, sickness, fever or conjunctivitis must be kept away from the nursery for a period of 48 hours after such condition has ceased.

Any child suffering from head lice does not need to be kept away from the nursery but the hair has to be treated and other parents notified of the infestation.

Should any child suffer from any of the above whilst at the club, the staff will contact and ask the parent/carer to come and collect the child as soon as possible.

**Reservation of Rights**

Otford Nursery reserve the right to exclude a child or family from attending the nursery or refuse to accept a registration.

Oasis after school club reserve the right to close the nursery on the grounds of staff shortage, unavailability of facilities, or any other reason which is in a reasonable opinion necessitates closure. Reasonable notice will be given where possible.

Otford Nursery reserves the right to change these terms and conditions at any time and will give written notice of such changes to parents / carers.

**Legal: Waivers, Exclusions, Jurisdiction**

No failure or delay by Otford Nursery in exercising any of its rights or remedies shall prejudice or affect its ability to do so unless it has provided a specific waiver or release in writing. These terms and conditions are governed by English law and subject to the jurisdiction of the courts in England and Wales.

Otford Nursery shall not be liable for any direct or indirect loss suffered by parents / carers as a result of nursery closures under the terms of the agreement, including but not limited to loss of profits, increased costs or expenses or wasted expenditure.

Otford Nursery accepts no liability for the administration of medicine in accordance with parents / carers written instructions.

Medicines will not be administered in the absence of written instructions. Any and all medicines must be in date, in original packaging, in the case of prescription medicines, they must be prescribed for the child in question and will only be given in accordance to the prescribers notes relating to dosage and timings.

Otford Nursery accepts no liability for loss or damage (including consequential loss) to property brought to nursery premises caused by the actions of children or third parties or for accidental damage caused by nursery staff.

Otford Nursery accepts no responsibility for injury caused from pre-existing medical conditions which are not notified to the club.

OFSTED Registration

From May 2005 Otford Nursery and Oasis after school club can be inspected and registered. Our

registration number is EY475278.