



## Terms & Conditions revised July 2020

These are the conditions that apply to children who attend Little Pixies Nursery Limited.

Little Pixies Nursery Limited believe these standard terms and conditions reflect the custom and practice of provision of full day care. The fee structure is such so as to promote stability, assist forward planning and the proper resourcing of the Nursery, and includes staffing. Nothing within these terms and conditions affects the parent/guardian's statutory rights. To enable us to provide and maintain the highest standards of care, we require all parents to be aware of and abide by the following conditions: -

### Payments

- Little Pixies Nursery is open for 51 weeks (approx.) of the year (excluding bank holidays). We will be closed over the Christmas Period; no fees will be charged for these closures.
- A non-refundable administration fee of £25 is payable to reserve a place.
- Fees are payable monthly in ADVANCE on or before the 1st day of the month, by direct transfer too Little Pixies Nursery Ltd bank account.
- If fees are paid by cheque, if this is represented or returned by your bank and charges are imposed by our bank, these will be re-charged to your account.
- Fees are payable during periods of absence from the Nursery, including sickness and holidays.
- COVID-19 fees.
  - o If your child/family is required to self-isolate for a period, full fees remain due.
  - o If the nursery is required to close due to Covid-19 restrictions the following fees will be charged.
    - Up to 3 days - Full Fees
    - 3 - 14 days - 75% fees due
    - Forced lock down 14 days or more - 50% fees due
  - o Any over payments of fees already paid will be credited to your account and used against future payments.
- We take childcare vouchers that can be obtained through your employer or government tax free vouchers however, it is the responsibility of the bill payer to ensure that payments are made to the nursery on time and failure to do so may result in a £10 charge being added to your bill.
- If parents fail to settle their account, and fees are outstanding after SEVEN days of receiving the invoice Little Pixies may choose to terminate this Agreement. Parents will be reminded by letter and a £10 charge may be added to your account.

- If fees remain unpaid for a period of 4 weeks, and you have not discussed the situation with Sarah Felkin and agreed a payment date, the nursery will take further action to recover unpaid fees by passing them onto a Collections Agency. As well as any outstanding fees you will become liable for any costs incurred and interest will be charged at a rate of 8% per month as long as the account remains unpaid. If necessary, Court action will follow to recoup any money owed with the addition of any court costs. Your nursery place will also be suspended awaiting payment.
- Fees are reviewed annually and advised to parents in writing.

### **Sickness Policy**

- Little Pixies Nursery cannot accept a child that is unwell. A child who has been suffering from vomiting and or diarrhoea should be kept at home until at least 48 hours after they last displayed symptoms. If you are in any doubt, please call the Nursery Owner/Manager and they will be happy to discuss this with you.
- COVID-19 Pandemic, children or families with symptoms MUST follow the guidance and the procedures set out in our COVID-19 policy and latest government guidance.

### **Sessions**

- The Nursery is open from 08.00 – 18.00 Monday to Friday. Children cannot be accepted before 08.00 or after 18.00 unless specifically booked for either an early bird or twilight session due to our Insurance conditions. These additional early/ late sessions must be agreed in advance and are subject to staff availability. Additional fees are payable for this service (please refer to our sessions guide). Half day sessions operate from 08.00 – 13.00 and 13.00 – 18.00, school day sessions 08.00- 15.30 or 10.30 – 18.00.
- Our minimum contract is 2 sessions per week. These can be made up of 1 full day or 2 half days.
- If you wish to request a change to your permanent sessions, we will require this in writing with at least ONE months' notice. If we can make changes earlier to assist, we will do.
- Extra sessions may be booked depending on availability and will be added to your invoice. Once booked, extra sessions cannot be cancelled.

### **Notice Periods**

- Children leaving the Nursery must give ONE months' written notice. Your balance must also be cleared when your child leaves our care otherwise any unpaid monies will be recovered and may be pursued through the small claims court.
- Once children are in receipt of any funding whether NEF, EFE or 24u the notice period is one full school term.
- If your child is absent for 4 weeks & you do not contact us, they will lose their place, and we will notify you in writing.
- Little Pixies Nursery has a late collection policy which states that children collected later than their session time, will incur a £10.00 charge for every 15 minutes at the discretion of the Nursery owner. A form will be used to record all pickups and will be kept on file.
- A child cannot be collected from the nursery by anyone who is unfamiliar to staff unless the nursery has been informed or permission has been given on the application form (proof of ID/password required).

## Amendments

- Little Pixies Nursery reserves the right, in our absolute discretion, to make changes to these terms and conditions by giving reasonable notice to you in writing.
- This Agreement may be terminated by Little Pixies either with or without notice in the event that:
  - either a parent or child displays aggressive behaviour which in the reasonable belief of Little Pixies Nursery is unacceptable;
  - you commit a breach of the terms of this Agreement including but not limited to non-payment as set out above;
  - you have a bankruptcy order made against you or you make an arrangement or composition with your creditors or otherwise take the benefit of any Act for the time being in force for the relief of insolvent debtors or takes or suffers any similar action analogous to those described in any jurisdiction because of debt.
- If either party is prevented or delayed in the performance of any of its obligations under this Agreement by an Event of Force Majeure (meaning any cause preventing you or Little Pixies Nursery from performing any or all of its obligations under this Agreement (except the obligation to pay) which arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control including strikes, lock-outs or other industrial disputes (whether involving the workforce of the affected party or of any other person), act of God, war, riot, civil commotion, terrorist act, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or default of suppliers or sub-contractors), it shall have no liability in respect of the performance of such of its obligations as are prevented by the Event of Force Majeure whilst it continues and for such time after it ceases as is necessary for it, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- This Agreement (and the documents referred to in it) constitutes the entire agreement and understanding between you and Little Pixies Nursery and supersedes any previous agreement between us relating to its subject matter.
- It is understood that Little Pixies Nursery is under obligation to report to Social Services any incident where we consider a child may have been abused or neglected. This may be done without informing the parent or guardian. Our first concern will always be the child's safety.

Parents/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_