

The Mall Nursery Terms and Conditions

Registration

Your registration form allows you to request a place at The Mall Nursery ('the Nursery'). When the Nursery has received your registration form we will contact you to confirm your place on the waiting list. Please note that completion of this form does not guarantee a place for your child. Places at the nursery are offered strictly subject to availability.

A non-refundable registration fee of £95 and a £200 deposit is payable to secure your nursery place with the Nursery and this is payable via bank transfer. The Nursery operates a waiting list and your name will be put on the waiting list when you have returned your registration form, if we do not have the required sessions. If the Nursery is unable to offer a space by your preferred start date, we will return your deposit.

Once a place has been offered and accepted, should you decide to alter or delay your booking, this must be done with one month's written notice. Delaying your start date can only be actioned twice before you will need to commence your childcare place with us.

Should you decide you no longer need the place we will not retain the details on this application form (see our Privacy Notice) and the registration fee and deposit will not be refunded at this point.

Two months' written notice is required for withdrawal of your child (unless within the first 4 weeks of attending) from nursery and for any changes you wish to make to the scheduled sessions attended. Should your child leave the Nursery during the two months' notice period, the balance of the fees which would otherwise have been payable during this two month period will become due. Should you decide to reduce your child's scheduled sessions, the difference between the fees due for your new scheduled sessions and those of your previous scheduled sessions will be payable for the first two months following the change (unless two months' notice has been given).

The £200 deposit will be refunded if you decide the Nursery was not right for your child within their first 4 weeks of attending. Please note the deposit is not refunded if the child does not attend the nursery at all.

Otherwise the £200 deposit is refunded in full upon the receipt of your final two months' fees, providing two months' written notice is given. If notice is not given, the deposit will not be refunded.

Nursery fees

Nursery fees are due on the 1st of the month for that month and can be payable via bank transfer, childcare vouchers, tax free childcare scheme. Non-payment of nursery fees by the 10th of the month will result in a charge of 15% of the monthly fees to cover administrative costs.

Changes to arrangements

Should the Nursery need to make any amendments to the terms and conditions you will be given at least one month's notice.

Opening times

The Nursery is registered with OFSTED to take children from the age of 6 months until statutory school age, the term after their fifth birthday.

The Nursery is open from Monday to Friday 07:30 until 18:30 and we offer additional care from 07.00 to 19:00 at a cost of £5 per child, per half hour. Early starts and late collections must be booked with the Nursery Manager 24 hours prior to attending. After 19:00 there is a flat fee of £50 for a late collection plus £10 per half hour.

The Nursery is open all year round; except for statutory bank holidays and for the period between Christmas Day and New Year's Day. We reserve the right to shut for two team training days a year for which fees remain payable.

Personal property

Personal property is left at your own risk. We ask that all property e.g. clothes, shoes and coats are all labelled before your child attends nursery.

Staff

We respectfully ask you do not approach the nursery team to work privately for you on a permanent basis, e.g. as a nanny. We take great pride in our team and spend much time and money recruiting the right people and the consistency of our team is of paramount importance, but the team cannot be maintained if customers headhunt individuals.

We respectfully ask if you choose to use a member of our team to babysit, you inform us in writing. We stress if you do ask a practitioner to take your child home, or make any other private arrangement, that this is totally at our own risk and should not impact the staff's working hours at nursery. The Nursery's liability insurance is not valid once a child leaves the nursery at the end of the session therefore we cannot, for example, help with issues such as the fitting of car seats. Verbal, written or physical threats of abuse, violence, blackmail or similar against an individual or the nursery in general will not be tolerated in any way.

Your child's health

It is your responsibility to update us, in writing, of any changes to your child's health, allergies or special educational needs so we can support them appropriately. This must be done in writing to the nursery.

You must adhere to the nursery exclusion periods for infectious and contagious diseases. If your child needs medicine whilst at the nursery, we will follow our policy and procedure on administering this; all families must adhere to our policy when providing us with the medicine.

We require you to notify us of absence and illness. You are requested to discontinue your child's attendance in the event of illness until they are free from symptoms and cause.

We reserve the right to administer basic first aid and treatment to your child if necessary. Parents will be informed of all accidents. For accidents of a more serious nature, involving hospital treatment, we will make every attempt to contact parents as a matter of urgency. Unless you have pre-instructed us to the contrary, any treatment recommended by a qualified medical practitioner will be authorised on your behalf.

Our policies

The Nursery has detailed policies in place governing all aspects of nursery life. Some of these have been referred to in these terms and conditions. Should you wish to see our policy on any particular aspect of the Nursery, please contact the manager.

Acceptance Statement

The above terms and conditions are considered fair and reasonable. In the event that any term shall be found by a Court of Law in England and Wales to be unreasonable, then that clause shall be removed, but the agreement shall remain in full force and effect. In sending your child to the Nursery, it is understood that the parent/guardian has read and understood these terms and conditions and undertakes to be bound by them.

Payment by cheque incurs a 5% administration fee. Unfortunately, we cannot accept cash as a means of payment. A £20 surcharge will be applied to cover bank charges for any returned cheques.

Childcare vouchers and the Tax Free Childcare scheme must also be credited into our bank account by the 10th of the month and it is your responsibility to ensure that this is the case. If the childcare vouchers or Tax Free Childcare monies are not credited into our account by the 10th of the month, then you will be liable to pay the fees due in full. Childcare vouchers and invoices can be viewed on the parent portal. If fees remain unpaid by 15th of the month to which the payment relates, The Nursery will serve 14 days' notice to terminate the contract and request any outstanding monies. Where the Nursery finds itself repeatedly having to deal with late payment, we may refuse entry. In such circumstances, you will remain liable for fees incurred to this date and to the end of our stipulated notice period.

If your child starts part way through a month, the fees are due prior to the day of starting. The fees are calculated from the first date of attendance only. If fees are not paid, we will not be able to accept your child.

Fees remain payable for periods of absence such as holidays and for reasons of sickness and when the Nursery is closed, over the Christmas period and bank holidays. Fees are subject to change with at least one month's written notice.

The Nursery may close in circumstances beyond the reasonable control of the Nursery such as events including but without limitation to 'Acts of God', fire, terrorism, strikes or other industrial action, infectious diseases, epidemics, snow or flooding, unforeseeable repairs or any failures. Fees for these periods remain payable.