TERMS AND CONDITIONS

These terms and conditions govern the basis on which we agree to provide childcare services to you. Please read the terms and conditions carefully before entering into a childcare agreement with us. We will issue you with a copy of these terms and condition to retain for your future reference.

Obligations on you

1. Prior to commencement of the service as provided under these terms and conditions you must provide us with full and correct legal details regarding your child. You will:
   a. Complete and return the Registration Form;
   b. Provide evidence of your child's full birth certificate for office use and recording details;
   c. Complete relevant care plans, and fully appraise us of any medical condition or allergy which your child may suffer from, this will include full and correct details of any medication that your child requires, the name of the medication, the dosage to be taken, the frequency of medication to be taken, the reason for the medication;
   d. You will provide the medication in its original container with the prescription label clearly visible stating the details, the date prescribed and your child's name.
   e. Immediately inform us of any change to the information provided. This will include change of address, contact number(s), GP, Health Visitor, emergency contacts and persons authorised to collect your child, parental responsibility, the nature of a medical condition or allergy etc. (Please note that this list is not exhaustive);
   f. Disclose details of any infectious or contagious disease;
   g. Disclose details of any special diet;
   h. Disclose any additional needs your child may have e.g. developmental delay or visual impairment;
   i. We may need to seek additional training for our staff to fully care for a child with specific medical or additional needs, in certain cases we may need to delay the start date of your child to ensure this training has taken place.
2. You will inform the Nursery Operations Director if your child is subject to any court or legal proceedings.
3. Ensure that you familiarise yourself with Kamelia Kids Policies & Procedures. A full set of Kamelia Kids Policies and Procedures are available at the Nursery reception, and a selection of our key policies can be found on our website.
4. Inform the nursery in writing, in as far advance as possible, of any dates that your child will not be attending nursery. We reserve the right to refuse admission, if you suddenly decide to attend, after giving notice of non-attendance.
5. Inform the nursery if your child has had any form of illness within 24/48 hours of their session and respect the nursery's decision on whether to admit the child. Understand that if the child has experienced any form of vomiting or diarrhoea within 48 hours of their session, they must **not** be sent to the nursery.
6. Ensure that you give prior notification should someone other than their parent be collecting your child from nursery. We will verify that a password is in place and that we have all the required details for this to take place. If we are not reasonably satisfied that an individual is authorised to collect your child, we will not release them into their care.

Data Protection

7. We are committed to ensuring that you and your child's privacy is protected, and that we have put in place safeguards to ensure that such information and data is protected.
8. We collect, use and store personal information about you in accordance with the General Data Protection Regulations. Further information is in our Privacy Notice available on our website.
9. We will only use your and your child's personal information to provide childcare for your child. This includes entering your data into our third-party software such as Ovivio, our nursery management system, West Sussex County Council Funding Portal and Funding Loop, to aid us in completing submissions for Early Years Funded Entitlement.

Safeguarding

10. We have an obligation to report any instances where we consider that your child may have been neglected or abused to West Sussex County Council Integrated Front Door WSChildrenservices@westsussex.gov.uk. We will inform you prior to making contact, however there are certain situations that your consent may not be sought.
11. Photographs and videos must only be taken on nursery image-capturing devices, such as nursery cameras and nursery tablets. Parents/carers and staff are not permitted to use their own devices for capturing images or videos recordings in and around nursery.

Liability:

12. Give permission for the child to be observed and assessed by key staff whilst at Kamelia Kids Day Nursery.
13. Kamelia Kids will not accept responsibility for the loss or damage to any personal items such as toys, clothing, or jewellery etc. that are brought into the nursery.

Registration Fee / Payment terms / Termination / Variation

14. Upon confirmation of a childcare reservation, pay a non-refundable registration fee of £80 per child (excluding children accessing Funded Entitlement (FE) Only Sessions when they enter the nursery). This fee covers administration and settling sessions. If siblings are registered with us at the same time and attend the same sessions, we will only charge one initial registration fee.
15. You are liable for childcare fees at the rates in force at the date of your signature below.
16. After acceptance of the offer by the parent/carer, either party may terminate this agreement by giving 4 weeks' notice in writing to the Nursery Operations Director during which time the child may continue to attend the nursery. In the event of the child being withdrawn immediately then 4 weeks fees will be due in lieu of notice.
17. If in the reasonable opinion of the Nursery Operations Director it is considered that the continued presence of the child would be detrimental to the health, safety or well-being of the child, other children of the nursery or nursery staff then the nursery may serve notice to the parent/carer or a request for the child to be immediately removed from the nursery and the provision of 4 weeks' notice shall not apply.
18. Any variation of this agreement must be confirmed in writing by both the parent/carer and the Nursery Operations Director.
19. Any reduction to sessions requires 4 weeks' notice in writing.
20. Any permanent changes to must be agreed in writing with the Nursery Operations Director.
21. Ad hoc/Emergency sessions. We understand that occasionally it may be necessary to book ad hoc or emergency sessions. In all cases, these sessions must be booked in writing and agreed with the Nursery Operations Director and will be charged at an hourly rate of £10.00 or the normal session fee, whichever is the cheaper regardless of the age of the child.

22. The Nursery will close at 4.30pm on Christmas Eve, or the previous Friday should Christmas Eve fall on a Weekend. Any sessions that fall on this day will be charged at pro-rata rate.

Payment of Nursery Invoices:

23. Invoices for nursery fees and meal and snack and enhancement charges (where applicable) are payable monthly in advance, on the first day of each month.
24. Payment can be made by:
    a. internet banking (bank details will be on the invoice);
    b. standing order (form supplied on request);
    c. voucher scheme through your employer;
    d. Tax-free childcare scheme.
25. Please use your child's initials and/or invoice number as a reference on any form of payment.
26. A £50 charge will be applied to your account every 7 days that the bill remains unpaid. Failure to comply could result in sessions being suspended until full payment is made.
27. Part sessions will be charged at the full rate.
28. No refunds will be given for session fees for periods that your child does not attend their booked sessions due to sickness and planned absences.
29. Arrive and collect the child on time. A late fee will be charged for repeated late collections at £10 per quarter hour or part thereof. Persistent lateness may result in sessions being suspended. Please see our late collections policy.
30. The nursery reserves the right to increase the fees and non-mandatory charges at any time upon giving at least 4 weeks written notice of the proposed increase.

Meals and Snacks and Enhancement charges

31. Families are automatically enrolled in Meals and Snacks and Enhancement charges unless an opt-out decision is made in writing.
32. Requests to cancel Meal, Snack and Enhancement charges for planned absences such as holidays should be made in writing at least one week before the absence begins.

Force majeure

33. Kamelia Kids shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, adverse weather conditions (including snow, storms, flood, etc), outbreak of disease (e.g. Swine Flu, Coronavirus), damage to ability to provide utilities or failure of utilities or service providers, damage to buildings of the Nursery and/or its contents caused by third parties, closure of the Nursery by local authorities or other bodies with appropriate authority, prevention of access to the Nursery due to neighbouring buildings or an event outside of Kamelia Kids' control, strike or threat or terrorist action ("Force Majeure Event").
34. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for four weeks, the Parent/Guardian may terminate this Contract by giving fourteen days' written notice to Kamelia Kids.
35. If there is a Force Majeure Event, then it is agreed that payment of the Fees by the Parent/Guardian to Kamelia Kids shall be treated in the following way:
    a. if the Nursery can operate notwithstanding the Force Majeure Event, then if the Parent/Guardian decides not to bring the Child into the Nursery, then full payment of the Fees due will be required in accordance with paragraph 23 & 28;
    b. f the Nursery cannot operate due to the Force Majeure Event, then Kamelia Kids shall charge the Parent/Guardian 50% of the usual fees for those Sessions that the Nursery cannot operate when the Child was due to attend at the Nursery and shall be deducted from the end of month statement invoice due to be raised at the end of that calendar month in which the Force Majeure Event prevented the Nursery from operating in accordance with this paragraph.

Other:

34. Provide suitable emergency contacts and update when necessary.
35. Parents/carers to label all your Child's clothes and possessions that are taken into the Nursery and provide spare clothes for your Child. The nursery will not be liable for the loss of or damage to any personal possessions including clothing and toys.
36. Ensure your child is appropriately dressed for nursery e.g., coat, suitable shoes. Any jewellery worn is done so at the Parent/Carer's risk.
37. Inform the nursery of any agencies working with the child/family i.e., social services.
38. Parents/carers to inform the Nursery if your Child is attending or planning to attend another nursery setting.
39. Drive and park considerately and safely. Avoid parking in the staff car park, and the Disabled Parking Bay unless you are a Disabled Parking Badge holder or unless you have been given prior permission to do so by the Nursery Management Team.
40. Abstain from smoking outside the nursery building or adjacent grounds.
41. Abstain from bringing dogs onto the nursery grounds
42. Use appropriate language in or around nursery grounds (no swearing).
43. Parents and visitors are requested not to use their mobile phones whilst on the premises.

Our suspension or ending of this agreement

44. We reserve the right to end this agreement immediately and cease providing childcare services in the following circumstances:
    a. You are in breach of the policies and procedures implemented by Kamelia Kids;
    b. You are in breach of the obligations as outlined to you by Kamelia Kids;
    c. You have failed to pay your nursery fees;
    d. You behave unacceptably. Physical or verbal abuse will not be tolerated;
    e. Your child's behaviour is deemed unacceptable and endangers the safety and wellbeing of any other child or member of staff at Kamelia Kids.
44. Subject to these terms and conditions, your child may attend our nursery until:
    a. He/she attains school admission age; or
    b. We give not less than 4 weeks' notice in writing to end this agreement; or
    c. We request the withdrawal or your child from the nursery on a temporary or permanent basis because:
        i. He/she requires special medical care or attention which is not available from Kamelia Kids, or which is refused by the parent; or
        ii. We have reasonable cause to believe that he/she may be suffering from a contagious or infectious illness, and there remains a risk that other children or staff at the nursery could contract such illness; or

iii. We consider our childcare facility to be inappropriate to his/her needs

Acceptance:

45. The terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect.
46. **This registration form incorporates the terms and conditions set out above. Upon signing this form, parents are deemed to have read, understood and agreed the same**

I agree that the information I have provided within this registration form is up to date and accurate and accept that is my responsibility to inform the nursery of any changes to this information: