



2 – 4 Roman Road Luton LU3 2QT  
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Manager / Proprietor: Mrs C E Fisher

## **TERMS AND CONDITIONS AGREEMENT**

By signing the Acorn Day Nursery application form you have agreed and are bound by the following terms and conditions as stated:

### **1. Joining Acorn Day Nursery**

1. Acorn Day Nursery operates a Waiting list Policy. Once a suitable space becomes available you will be notified by a member of our Management Team.
2. A minimum of two sessions over a minimum of two days is required at all times whilst attending Acorn Day Nursery
- 3 We offer up to free Three one hour settle sessions. However, allowances are made for children who May need more settle sessions.
- 4 Upon notification of the availability of your requested sessions customers are required to commence attendance within 14 days. Failure to do so will result in the loss of your place.
5. All children are automatically enrolled onto our complimentary NeuroStar curriculum which runs alongside the Early Years framework. Child Assessments are carried out throughout the year to check progress /attainment & achievement. These Assessments are carried out by qualified external professionals & supported by Acorn staff. By signing these terms & conditions you are agreeing to & giving your Parental consent for your child to be fully involved in all activities relating to NeuroStars. (parents evening will be scheduled throughout the year to keep you updated)

### **2. Changing Attendance / Temporary reduction of child attendance patterns.**

1. A minimum of 4 weeks written notice is required to reduce your child's attendance at Acorn Day Nursery. Days are subject to availability. Any sessions not used within the notice period will still be charged
2. Increasing attendance will be accommodated based on the availability of days
3. Any "regular attendance" amendment must stand for a minimum of 4 weeks before a new change of attendance request can be accepted
4. Additional sessions can be requested and will depend on the availability of sessions
5. Any additional sessions requested, and accepted, over 1 week from the request date can be cancelled or amended within 24 hours free of charge. After 24 hours the session will be chargeable



6. Should you request an additional half day session where your child is already in attendance for the opposite half day session in the same day the additional price will be calculated based on the difference in cost of the full day and half day sessions
7. In certain sets of circumstances where a child demonstrates a protracted period of severe distress, causes protracted periods of distress for other Children and or displays indicators of requiring Assessment in order to support the child's learning needs & developmental opportunities & to ensure an enabling environment for all Children at Acorn. The Setting will at times in collaboration with the Parents & Multi agencies apply a temporary reduced timetable with the purpose of achieving a phased return to full time attendance in order to:
  - Ensure H&S & risk of harm to child or others is mitigated (Risk assessments)
  - Ensure Safeguarding to child or others is being upheld (Risk Assessments)
  - Give respite
  - Set up appropriate assessment
  - Plan appropriately

### **3. Non-attendance and closures**

1. No refund will be issued where your child's nursery place is unfilled due to illness, injury or holiday
2. Acorn Day Nursery is closed for all English bank holidays. If your planned session falls on a bank holiday date you will not be charged for that session. A list of bank holidays can be found at <https://www.gov.uk/bank-holidays>
3. For those that select a term time arrangement we will publish the term dates on our website one calendar year in advance. Please note that term time only agreements cover 38 weeks of the year
4. Acorn will close over the Christmas period for a period of 2 weeks. This will not be charged and dates will be published on our website one calendar year in advance
5. Should there be adverse weather conditions, Acorn Day Nursery will be closed in accordance with our Feeder School Beechwood Junior School (please see Local Authority School Notifications & follow Beechwoods weather notification.) Parents will also be notified on our website: [Acorndaynurseryluton.co.uk](http://Acorndaynurseryluton.co.uk): Notifications. Could you please make sure we have your up to date contact telephone/mobile numbers & email address.

### **4. Funding**

1. Acorn Day Nursery is registered to receive the government funding for 2-4 year olds
2. Please see <https://www.gov.uk/help-with-childcare-costs/free-childcare-and-education-for-2-to-4-year-olds> for more information
3. The Government 30 hour funded places are available (please see Local authority guidance for access & application)
4. The government funds 570 hours per academic year up to a maximum of 15 hours per week. Correct as of 01/09/2015
5. Your child will become eligible for the 3-4 year old funding from the term after he/she turns 3. For example if your child turns 3 on 03<sup>rd</sup> Dec 2015 you would be eligible for funding from 1<sup>st</sup> January 2016.



6. To receive the full 15 hours per week you must be on a term time only agreement
7. If you use the term time only agreement any dates booked through non term time periods will be billed at the full rate
8. For full time agreements the funding is calculated on a pro rata basis to continue funding throughout the non-term time dates of the year. This allows 15 hours funding per week
9. 15 hours funding per week is calculated based on being open for 50 weeks, allowing for 2 weeks closure during the Christmas period.
10. 3-4 year old funding is guaranteed for all children in England
11. 2 year old funding requires certain criteria. Application forms can be obtained from Luton Borough Council or Acorn Day Nursery.

Children are also entitled to a place (dependent on availability) if:

- a. They're looked after by a local council
  - b. They have a current statement of special education needs (SEN) or an education health and care plan
  - c. They get Disability Living Allowance
  - d. They've left care under a special guardianship order, child arrangements order or adoption order
12. Your child will become eligible for the 2 year old funding from the term after he/she turns 2.
  13. Should you leave the nursery at the start of a new term but before the head count can be taken the period of attendance in that new term will be re-calculated with funding removed
  14. Funding must be used within the pre-defined sessions available
  15. When joining Acorn Day Nursery from another nursery where you have been receiving funding Acorn Day Nursery will not be able to get funding until the next head count.

## **5. Invoicing**

1. Acorn Day Nursery invoice on a monthly basis. Payment is due on or before but no later than the **1<sup>st</sup> of every month.**
2. Monthly invoices are issued no later than **the 25<sup>th</sup> of each month** for example, invoices issued **on or before the 25<sup>th</sup> September** will cover the period of **01<sup>st</sup> – 31<sup>st</sup> of October.**
3. Invoices are due to be paid in full prior to the period the invoice relates to
4. Should an invoice remain unpaid beyond its payment terms without an agreed payment plan in place your nursery place will be suspended with immediate effect
5. From the date your place at Acorn Day Nursery has been suspended you have 14 days to fully clear your account, failure to do so will result in your balance being passed to a debt collection agency who will add up to 15% charges and may proceed with court action against you
6. Should you clear your account in full within the 14 days and wish to return this will be at the discretion of the nursery management
7. Invoices can be queried up to 5 days after the invoice has been issued
8. Any queries after 5 days will not be taken into consideration

## **6. Additional charges and fees**

1. Should you require an additional hour after your planned session ends this can be pre-booked at a charge of £7.00 per hour
2. You can book a recurring hour block should you know it will always be required



3. You will be charged £15.00 for every 15 minutes you are late, or part thereof, you are late collecting your child. If you have not collected your child by 7.00p.m., Social Services will be called to collect your child.
4. The late charge will apply to each child should you have more than one child at Acorn Day Nursery for the session in which you are late collecting
5. Acorn Day Nursery will occasionally arrange day trips out which may come at additional costs. Should you approve to the trip the cost will be added to your next invoice and is to be paid within the terms stated
6. Acorn Day Nursery reserve the right to review the rates once per calendar year
7. Acorn Day Nursery will give a minimum of 6 weeks' notice of any rate change
8. Any returned cheques from the bank will incur a £15.00 administration fee

#### **7. Discounts**

1. Acorn Day Nursery also offers 10% sibling discount. The sibling discount is offered for any parent who has more than one child at Acorn Day Nursery
2. The sibling discount is applied to the oldest child from the first full month that multiple children attend from. For example, if your second child joins Acorn Day Nursery on 15<sup>th</sup> September the sibling discount will be included in your oldest child's invoice for the period covering October
3. The youngest child will not receive the sibling discount
4. 10% discount will be applied if your child attends 5 full days on a permanent basis
5. If you are in receipt of funding, discounts are applied after the funding has been deducted

#### **8. Payments**

1. The following payment methods are accepted at Acorn Day Nursery
  - a. All major childcare vouchers
  - b. Card payment – via chip and pin. All major cards are accepted with the exception of American Express
  - c. Cheque - made out to "Acorn Day Nursery".
  - d. Bank transfer – please ensure you use an appropriate identifier in the reference such as your account reference or invoice number to avoid incorrect payment allocations
  - e. Bank Standing Order
  - f. Cash

#### **9. Leaving Acorn Day Nursery**

1. Acorn Day Nursery requires you to complete the Exit Form giving a minimum of 4 weeks' notice
2. Any sessions not used within the notice period will not be refunded (dependent upon Funding /Fee paying protocols)
3. All invoices must be paid in full prior to leaving Acorn Day Nursery



4. Any additional charges you incur during your notice period will be invoiced on the next available invoicing date and must be paid within 14 days

#### **10. Withdrawal / Termination / Suspension of child(ren) place(s)**

Acorn Day Nursery specifically reserve the right to end this agreement with immediate effect.

1. You have not paid the agreed fees within the timeframe indicated on *Section 5 Invoicing*.
2. You have breached your obligations under this agreement & you have or cannot put right that breach within a reasonable period of being requested to do so
3. Your child's behaviour is unacceptable or endangers the safety or wellbeing of any other child(ren) or Staff member in the Nursery
4. Financial, business or commercial reasons compel us to radically change the nature of the Nursery operation including but not limited to permanent closure., change to child care services, re registration of child numbers and age groups, changes to the registration or booking policy. *Naturally we will give as much notice as possible given any of these events.*
5. Unreasonable demands outside of the legislative & T&C remit of delivery creating a burden on capacity causing the potential compromise of H&S or Safeguarding of all children.
6. The Nursery will not tolerate any verbal or physical abuse of its staff. Any such behaviours will result in the termination of the contractual agreement of Childcare immediately.
7. Our Terms & Conditions are subject to change based upon regulatory issues or legislative change. (Parents will be informed of any updates)

Acceptance of this agreement is implicit when you sign our registration documents & T&C's it applies to **ALL** parties noted on the Registration/T&C forms (irrespective of whether the second party has signed the form)

#### **11. Parent Information**

1. Smoking is prohibited on the premises of Acorn Day Nursery
2. No mobile phones are to be used on the premises of Acorn Day Nursery for safeguarding purposes
3. Using the parking facilities at Acorn Day Nursery is done so at your own risk and Acorn Day Nursery accepts no responsibility for any damage or theft
4. No entry into the Management office unless expressly invited or accompanied by a designated member of Staff
5. Parents should enter & exit the Building ensuring the doors are safely & securely closed behind you & Parents should not give access to any other Parent/person whilst entering or leaving the building.
6. Parents must not leave Children not attending the Nursery unattended inside or outside of the building whilst they drop off children unless authorised & overseen by a member of Staff.
7. Parents must ensure that all entry & exit points to the Nursery are not blocked during drop of & pick up.
8. Parents must drive slowly & safely on approach & exit of Acorn Day Nursery
9. See Parent handbook for protocols in relation to:
  - Administering medication



- Sickness & diarrhoea
- Special Dietary Requirements

10. Push chairs can be left in the push chair shelter but is at your own risk and Acorn Day Nursery accepts no responsibility for any damage or theft.

Parents Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Managers Signature: \_\_\_\_\_

Date: \_\_\_\_\_