

TERMS AND CONDITIONS

These are the terms and conditions laid out by Orangutans Child Care Limited trading as Orangutans Day Care Nursery with company number 08442484 the principal address of which is 50 Barton Road, Urmston, Manchester, M41 7WA

Fees

Fees are payable in advance by the 1st of the month, or if weekly on the Monday prior, either by standing order or voucher scheme. Children who receive the Government Education Grant Funding for 2, 3 or 4 year olds will have this deducted as necessary.

Fees are payable: in the event of sickness or absence, for any reason; for parental holidays; for bank holidays; and for closure periods for example the early shut down on Christmas Eve and between Christmas and New Year.

Bank transfer payments can be made to:

Orangutans Child Care Limited

Account number: 71547828

Sort code: 40-31-17

Reference should be your Childs name.

Orangutans Day Care Nursery reserves the right to refuse admission to the child if fees are overdue by more than 7 days. Fees are reviewed annually and parents will be notified at least one month in advance of any changes.

Sessions

All day 07.00 – 18.00 Monday to Friday. Sessions are 5-hourly: standard sessions are: 07.00 – 12.30 or 13.00 – 18.00 We offer term-time and all year round places, however term time places are limited.

2-year, 3&4-year government funded places can access the 5-hour session 09.00 – 14.00. Under-twos must keep to the standard session times.

Collection of Children

Orangutans Day Care Nursery must be notified if you are going to be late to collect your child and a charge of £5.00 will be charged for every 15 minutes you are late. Orangutans Day Care Nursery will not release any child to anyone not previously authorised by a parent.

Notice of termination

You are required to give one calendar month written notice (NOT 4 weeks) to Orangutans Day Care Nursery to terminate a child's place. If you do not provide written notice and payment, and remove your child from the setting, we will pursue you for the fees for the notice period and take legal action to recover this.

Optional activities

Optional trips and activities may occasionally be arranged, they are charged for separate to fees and prior to happening. Parental permission will always be sought for these activities.

Policies and Procedures

Orangutans Day Care Nursery has policies and procedures which are reviewed annually or when changes occur in legislation. These policies and procedures are available on our website for parents to see at any time.

Opening Hours

Orangutans Day Care Nursery is open from 07.00 until 18:00 Monday to Friday and for insurance purposes we cannot admit children outside of these hours. Orangutans Day Care Nursery is closed for the period between Christmas and New Year and on all Public Bank Holidays, it also closes at 2.00 pm on Christmas Eve.

Parking

Use of the car park is entirely at your own risk.

Formation of the contract

A contract for the child care services will be formed between you and us once you have given us a signed, fully completed, registration form and a £50 registration fee, and we have confirmed to you in writing that your application for a place has been successful.

Duration of the contract

The contract shall last until it is terminated by either you or us giving to the other, in writing, at least **one full calendar months' notice** (i.e. notice received on the 1st of a month could end the contract on the last day of

the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month). You are liable for the fees during the notice period.

Your obligations

You shall:

- ❖ co-operate with us
- ❖ provide us with spare clothing for your child. Each item should be clearly labelled, including coats, hats and gloves etc
- ❖ provide to us such information as we may reasonably require about the Child (e.g. any known medical condition, health problem, allergy, or diagnosed dietary requirement)
- ❖ inform us of any prescribed medication
- ❖ inform us of any lack of any vaccination which the Child would ordinarily have by their age
- ❖ inform us of any family circumstances or court orders which might affect the Child's welfare or happiness
- ❖ inform us of any concerns about the Child's safety; and
- ❖ inform us of your contact details, and those of your authorised persons who may collect the Child.

You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us whenever they change.

As regards arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy.

If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

You should not Friend request on Facebook or any other social media any of our employees during or at least six months after the end of the contract with the nursery.

Charges and Payment

Fees are due even if the Child is absent for any reason.

Fees are payable: in the event of sickness or absence, for any reason; for parental holidays; for bank holidays; the early shut down on Christmas eve, and for closure periods such as between Christmas and New Year.

Breaks in fees are not permitted for financial reasons or any other reasons.

We will charge for bank holidays and/or staff training days.

VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

Fees are inclusive of, dependent on times, breakfast, lunch and snacks, nappies, wipes and formula milk (excluding any specific dietary needs such as lactose intolerance) and sun cream.

Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked and paid for at least 24 hours in advance.

The fees must be paid monthly in advance, by the first day of the month.

All payments must normally be made by standing order. We may agree to payment by cash, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee (currently £20).

Without restricting any other legal right that we may have, if you fail to pay us on time, we may:

Charge interest on the overdue sum from the due date for the payment at the annual rate of 8% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment is obtained, and you shall pay the interest immediately on demand.

Charge you a reasonable administration fee (currently £20); and suspend all child care until payment has been made in full, or even terminate the contract permanently.

If you are 14 days late in paying us, we may also charge you our reasonable costs of seeking to recover the overdue payments. Such costs will be added to your running account and should be paid within 14 days of notification of them to you.

If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

Fees will be increased usually on an annual basis and at least two months advance notice will be given.

Reducing sessions

You are required to give us four weeks written notice of a reduction in the number of sessions you require.

Welfare of the Child

We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.

We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.

Your consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.

Nappies are provided by the nursery for Children who are not potty trained.

We provide all formula milk for bottle feeding babies.

Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.

As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.

The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

Health and medical matters

If the Child becomes ill during the nursery session the nursery manager will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details.

If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.

You must notify the nursery manager if the Child is absent from the nursery through sickness.

If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.

As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.

Food/dietary requirements

We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.

Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

No packed lunches supplied by parents for after school/holiday club Children will be heated up by us.

Reporting of neglect or abuse

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and we may do without your consent and/or without informing you.

Limitation of Liability

This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).

All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.

Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence. Subject to this proviso, we shall not be liable for:

- ❖ any loss or damage to any toys, equipment, bags or any items of clothing whatsoever etc. you may bring into our nursery;
- ❖ loss of any profits, or consequential loss; and

- ❖ our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

Security

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

Complaints and Concerns

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy and ask for a copy if necessary.

Events that are beyond our control

If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.

If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

Changes to these terms and conditions

We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

We may change any other terms in these terms and conditions and provide you with an updated version.