



Our Terms and Conditions

Our Terms and Conditions, These terms and conditions govern the basis on which The Playhouse day Nursery agrees to provide childcare services to you.

1 OUR CONTRACT WITH YOU

1.1 When you have decided that you wish to purchase childcare services from us, we will provide a pack of documentation to you. This documentation pack will include (amongst other things) a Registration Form to apply to use our childcare services, a copy of these terms and conditions (send via email) and details of the fees payable for our services. You will need to complete the Registration Form and return it to us. By completing the Registration Form, you are making an offer to us that you wish to receive childcare services from us.

1.2 When we receive your registration form, we will review and consider your request to register at The Playhouse. If we are able to accept your registration, we will confirm this with you in writing along with a clear break down of fees and additional costs.

1.3 The contract you have with us comprises these terms and conditions and any documents which we refer to in these terms and conditions. If there are any statements (written or verbal) which we have made to you, on which you based your decision to enter into a contract with us, then you should ask us to confirm these statements in writing before you complete your registration, if you wish such statements to form part of your contract with us.

2 OBLIGATIONS ON THE PLAYHOUSE.

We will:

2.1 Inform you if we change the opening hours of the nursery, we will give you as much notice of our decision as soon as possible and, if necessary, work with you to agree a change to your child's hours at the nursery. We reserve the right to cancel or change any sessions offered.

2.2 Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery, dependent on availability and operating procedures. Please note these must be paid for in advance of attendance and will be subject to the relevant ad-hoc rate.

2.3 Provide you with regular updates (both verbally, via email and through EYlog) as to your child's progress in addition to regular parent's evenings.

2.4 Notify you as soon as possible of any days on which your child's nursery (in part or full) will be closed including (but not limited to) Christmas closure, bank holidays, inset days or a closure outside of our control due to Epidemic, Pandemic, Disease, Acts of Parliament, Political Interference or Acts of God.

2.5 Try to make available to any of your other children, a place at the nursery. However, we cannot guarantee that a place will be available.

2.6 Offer a 5% discount on full time places. This will be applied providing your fees are received on the 1st of each month. The Playhouse reserves the right to terminate this offer at any time for any reason without any notice to parents/carers.

3 OBLIGATIONS ON YOU

You will:

3.1 Attend an All About Me Session and subsequent Settling In visits before your child starts, to support a successful transition into nursery life.

3.2 Complete a medicine consent form on the Eylog parent portal if you require our staff to administer any medicine to your child. This must be completed for each medication/occasion.

3.3 Not allow your child to attend their session if they are suffering from a contagious/communicable disease which could easily be passed on to other children/staff during normal daily activities within the nursery. These are included but not limited to Flu, Coronavirus, Measles, Mumps, Shingles, Step A, Whooping Cough and Norovirus. See Sickness and Absence Policy for more information.

3.4 Inform us of any long-term illnesses or changes in your child's health, which may need us to adapt the care we provide to your child. You will also need to complete a Healthcare Plan to allow us to support you effectively. Not declaring this or all relevant information and not supporting the nursery could result in the termination of your child's place at The Playhouse.

3.5 Immediately inform us of any changes to your contact details or relevant information such as change of address or child's dietary requirements. This information should not be given verbally. Change of Details must be given to the nursery manager either in person or by email to info@the-playhouse.club

3.6 Keep us informed as to the identity of the persons who will be collecting your child from the nursery. If the person collecting your child is not usually responsible for collecting them, please call to let us know. We will require proof of identity upon collection and or a password. If we are not satisfied that an individual is allowed to collect your child, we will not release your child into their care.

3.7 Inform us if your child is the subject of a court order and provide us with a copy of such order on request or if there are any other agencies involved with the welfare of your child such as social care.

3.8 Immediately inform us if you are unable to collect your child from nursery by the official collection time. Late charges will be applied to your account. Please see Late Collection Policy for up-to-date charges.

3.9 Inform us as far in advance as possible of any dates on which your child will not be attending the nursery, this includes holidays.

3.10 Provide us with at least 1 calendar month's notice, in writing, of any changes to your child's place at The Playhouse. This includes, but is not limited to:

Deferring your start date (only available once your administration charge have been received)

Change in a regular booking (either increase or decrease in sessions)
Your intention to change your booking type (for example, half day to full day)

Your intention to change your booking type (for example, half day to full day)

Your intention to terminate your child's place (please see section 6) If 1 calendar months' notice is not received payment will be required in full, in lieu of notice.

3.11 Provide us with at least 1 calendar month's notice if you wish to cancel a confirmed place. Your Registration Fee will remain non-refundable. You will also be liable for any childcare that was booked and our normal termination conditions apply, as outlined in Section 6.

3.12 Be aware that permanent changes to your child's attendance pattern can only be created and added to your account from the 1st of the month.

3.13 Inform your child's nursery by 10am if your child will not be attending for whatever reason. If you attend for 15/30 hours funding an 85% attendance record is required by our Local Authority. If this is not met, we may not be able to provide a funded place to you.

3.14 Be liable to pay for any damage caused to our resources, equipment, buildings or vehicles caused by you or your child.

3.15 Ensure you have read and understand all The Playhouse's policies and procedures and are up to date with any amendments made.

3.16 Apply an initial layer of sun cream to your child before coming to nursery, between the months of April and September.

3.17 Ensure payment for all childcare services offered and provided to you is received on time (see Section 4).

3.18 Work with The Playhouse Nursery to build a positive and trusted parent partnership. Doing this will ensure the very best experience for both you and your child during your time with us. This includes completing relevant paperwork in a timely manner, attending parent events, sharing feedback and keeping up to date with any updates that may be shared both verbally, digitally and printed.

4 PAYMENT

4.1 A non-refundable fee is payable upon registration – this will be confirmed to you at the time of enquiry. Fees are due on the 1st of the month, upfront for the month ahead. Should the sessions increase the advanced fees will increase accordingly, providing the appropriate notice is given in writing.

4.2 The Playhouse increases their fees on an annual basis. A minimum notice of 1 calendar month will be given, in writing notifying you of such increases. Our annual fee increase usually takes effect every April but is not limited to once annually.

4.3 Fees must be paid on a monthly basis, in advance. We calculate the amount payable by you each month by multiplying the weekly fee by 51 weeks and dividing the total by 12. This will give 12 equal monthly payments. For wraparound care, fees are calculated over 39 weeks and divided by 12 months to give equal payments. If your child is eligible to claim the Government funded sessions your invoice will be amended accordingly. This is to comply with the Local Authority Service Level Agreement and the Code of Practice. You will be notified of any changes to the calculation of your invoice.

4.4 All payments made under this agreement should be made by standing order, bank transfer or childcare vouchers. It is your responsibility to ensure payment is received on time, regardless of payment method used.

4.5 If you make an overpayment to your account, this will incur a £15 administration fee (per payment) to be returned to you and can take up to a calendar month to process.

4.6 To cancel an extra session, we require a calendar months' notice, in writing.

4.7 If you would like to top up your session on an ad-hoc basis (for example from a morning to a full day) you will be required to pay the difference between the sessions and will be subject to availability and at the manager's discretion. (see 4.6)

4.8 Fees not received by the 1st of the month will generate a fees reminder email. If not received by the 3rd of the month you will incur a late fee charge of £25 and if still outstanding by the 7th of the month this will incur an additional charge of £25, at this point we reserve the right to suspend your child's place until payment has been received.

4.9 Full payment must still be made for any missed sessions including holidays, sickness and periods of isolation. This includes any additional payments you make as part of your regular booking (for example childcare vouchers). Where our nursery is closed on bank holidays, no refund will be given.

4.10 You will not be permitted to book any sessions if you have outstanding fees.

4.11 Parents who have their fees paid by a third party (in part or full) are responsible in ensuring that the third-party payment reaches us on-time, as per these terms and conditions. If your third-party payment is not received, we will not chase the third party and you will be liable for the payment. If the payment is then late you will be responsible for any late charges incurred.

4.12 When terminating your place, payment should not be made for your final month until you have received your final invoice.

5 GOVERNMENT FUNDING

At The Playhouse, we allocate Government funding as a stretched offer across 51 weeks.

5.1 Children that attend for Government funded only sessions are still bound by the terms and conditions outlined in section 7. If you leave us to attend a school nursery, the correct notice period must be served otherwise The Playhouse reserves the right to charge for the balance of the sessions that would have been attended during that period.

5.2 Parents who use 30 hours government funding are required to ensure their eligibility code remains valid and is renewed (if applicable) during their time at The Playhouse. If the code expires you will be charged full fees for the time your code is not valid or supplied to The Playhouse.

5.3 15/30 hours Government funding can be used when accessing a flexi space however the funded hours will be set and additional hours can then form part of a flexi booking. A minimum of 12 sessions a month is required.

6 FLEXI PLACES

Flexi places are offered to support our parents with changing working patterns. The Playhouse has a limited amount of flexi places available. Terms & conditions apply and are at the manager's discretion.

6.1 Flexi booking forms need to be returned to the nursery manager no later than the 12th of the month to indicate sessions required for the following month.

6.2 An additional charge of £10 will be added if Flexi forms are handed in after 12th of the month. Flexi places are allocated on a first come, first served basis.

6.3 A calendar months' notice is required to cancel any booked flexi sessions.

6.4 on a flexi place and wish to change onto a regular booking, you are only able to do this once in a year and vice versa for regular booking changing to a flexi place.

6.5 Due to the limitation on flexi places, if we receive more permanent bookings, it may be necessary to request that you make a regular booking for some or all of your days. This is to guarantee this place to you. Where possible, we will give you as much notice as we can.

6.6 Full time discounts are not applicable to flexi places.

6.7 We reserve the right to suspend or cancel our flexi offer at any time and for any reason. We will communicate with you about this at the earliest opportunity.

7 SUSPENSION

7.1 We may suspend the provision of childcare to your child, and add on 1 month's notice, at any time if: You have failed to pay any fees or your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of the other children and/or staff. The suspension shall continue whilst we try to address these problems with you. If the period of suspension exceeds 1 month, either of us may terminate this Agreement by written notice.

7.2 Following the issue of a suspension letter The Playhouse reserves the right to terminate your child's place should this occur again. In order to retain your child's place fees must be paid no later than the 7th of the month. Failure to adhere to our terms will lead to termination of your child's place.

7.3 If your place is suspended more than twice in a rolling year, we reserve the right to terminate this agreement.

8 TERMINATION

8.1 You may end this Agreement at any time, giving us at least 1 paid calendar months' notice (except for those leaving to go to School). You must also complete and sign a Notice of Last Day form

8.2 If your child is leaving us to go to school you must inform us by the first Monday in July, of the year you wish to leave. You must inform us by the way of Notice of Last Day form, giving us an estimated leaving date in August or September. You will then be able to confirm an exact leaving date closer to the time, with your nursery manager.

8.3 We may immediately end this Agreement if: You have failed to pay your fees, you have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time of us asking you to, you (parents or carer) behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff, your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and well-being of the other children and The Playhouse Nursery staff or we take the decision to close your child's nursery. The contract can be terminated by The Playhouse if we feel that there is a breakdown of communication / relationship / communication. We will give you as much notice as possible.

8.4 You may immediately end this Agreement if: We have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention or The Playhouse suffer' s any event of insolvency.

9 EMPLOYMENT OF STAFF

If, during this Agreement and for a period of 1 year following, you employ or otherwise engage the services of any member of our staff who has had contact with your child under this Agreement in the last year or allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last year, then you shall pay, to The Playhouse day Nursery, the figure representing 25% of the relevant member of staff's gross annual salary at the time they left our employment. This figure represents the costs to us of recruiting a suitable replacement member of staff.

10 GENERAL

10.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

10.2 We have a duty of care to provide all children with the highest quality early years care and education. To do this, we need to be made fully aware of any Special Educational Needs/Development (SEND) and/or medical needs for your child. Failure to inform us of your child's needs could result in us having to delay your child's start date until sufficient funding is in place or having to terminate the place. We will work with you and continually review to ensure we can always meet your child's needs. If there comes a time where The Playhouse is unable to do this, we will meet with you at the earliest opportunity to discuss the best way forward, always keeping in mind the needs of your child and our capabilities/duty of care as a provider.

10.3 If the nursery has to close temporarily (in part or full) or we take the decision to not open due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If closure exceeds 5 of your booked sessions we will credit you with the amount that represents the number of sessions your child would have attended, after 5 of your booked sessions have passed. 10.4 If you have any concerns regarding the services we provide, please discuss these with your nursery manager. If these concerns have not been resolved to your satisfaction, please contact the nursery Director Amy Adlington at hello@the-playhouse.club. Their decision is final.

10.5 The Playhouse Day Nursery shall have no liability whatsoever to any parent/guardian or child in relation to loss of or damage to the goods or property of any parent/guardian or the goods or property of any child admitted to nursery (even if the loss is caused by the nursery's negligence). Any property brought or worn by the child or parent/guardian to, or left by them at, the nursery is done so entirely at their own risk.

10.6 The Playhouse Day Nursery is committed to raising the standards of early years care and education and supporting its staff to do this by providing the training and development opportunities they need to keep their skills and knowledge up to date. One day in each calendar year is known as The Playhouse inset day and shall be set aside by The Playhouse Day Nursery for this purpose. At least 3 month's written notice of each inset day shall be given by the nursery. No deductions or refunds shall be made to any fees or charges payable under this contract.

10.7 All offers and discounts are offered and applied at the nursery Directors discretion and we reserve the right to only offer these at certain times and withdraw the offer in part or full without prior notice.

10.8 As the number of children with nut allergies is increasing, with the support of parents we aim to keep our nursery as nut free as possible. Please do not send food or empty food packing into our nursery. Please do not use creams, sun creams or oils that may contain nut oil as this may have severe consequences to another child or members of staff. There may be times that other food bans need to be observed at the nursery, we will share this information with you, so you can support us in this respect.

10.9 The Playhouse Day Nursery reserves the right to publicly respond to parent feedback and comments that are shared on public forums including but not limited to Google, Social Media and Press. This includes sharing information relating to parent reviews, comments or statements in order to provide any background context that is necessary in order to fairly protect and portray The Playhouse Day Nursery.

10.10 From time-to-time The Playhouse Day Nursery may make additions and amendments to these Terms and Conditions. Parents will be notified via email, if on the Eylog system, and via the Parent Information Board, located outside the front door of the nursery. The most up to date version of these Terms and Conditions will always be available on www.the-playhouse.club

11 DATA PROTECTION

11.1 On 25th May 2018 the General Data Protection Regulation (GDPR) came into effect in the United Kingdom. Where we receive any personal data (as defined in GDPR) we shall ensure that we fully comply with the provisions of the GDPR and will only process personal data to fulfil our obligations under this contract. We will:

11.1.1 Be lawful, fair and transparent in how personal data is collected, stored and processed.

11.1.2 Ensure we only collect personal data for specified, explicit and legitimate purposes.

11.1.3 Use our best efforts to ensure all personal data that we hold is accurate and correct.

11.1.4 Ensure we do not hold any personal data for longer than is necessary for the purposes it was collected.

11.1.5 Take appropriate technical and organisational security measures to protect personal data.

11.1.6 Take all reasonable steps to ensure all partners, contractors and third parties who process any personal data on behalf of The Playhouse Day Nursery do so in accordance with the requirements of GDPR.

11.1.7 Process personal data in a manner that ensures such personal data is kept safe and secure, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

11.1.8 Process personal data in line with your rights under the GDPR and in accordance with the terms of our Privacy and GDPR policies (available from your Nursery Manager). Our policies explain what your rights are under the GDPR and how you can exercise those rights in relation to any personal data we hold about you or your child.