

TERMS AND CONDITIONS



OCTOBER 2020

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PARENT AGREEMENT **TERMS AND CONDITIONS**

Fennies" is the trading names of Fennies Day Nurseries Limited, a company registered in England and Wales with company registration number is 05088188 (Fennies, we or us). Our registered office is at Christchurch Road, Pampisford Road, Purley, CR8 2NL and our main trading address is 1a Hook Road, Epsom, Surrey KT19 8TH.

You can contact us by telephone on 020 8770 3222 or by writing to us at info@fennies.com.

TERMS AND CONDITIONS

1.1 Only a parent or guardian (or parents/ guardians) with parental responsibility can enter into an agreement with us for the provision of childcare services in respect of their child. These are the terms and conditions governing the agreement on which Fennies supply childcare services to such a parent/guardian (the parent or you).

1.2 Fennies reserve the right to vary these terms and any of our policies at any time. Written notification of all revisions will be given.

1.3 The completion of a registration form is an offer to purchase our childcare services on the basis of these terms. Your offer will be accepted, and the agreement comes into force, only when we confirm our acceptance of your offer.

REGISTRATION

2 Our nurseries are all registered with Ofsted. Registration numbers are available at the respective nurseries or on request.

EQUAL OPPORTUNITIES

3 Fennies operate an equal opportunities policy, in both staff recruitment and child enrolment.

REGISTRATION AND ACCEPTANCE

4.1 A nursery place is not guaranteed until:

4.1.1 A Fennies registration form has been fully completed and signed;

4.1.2 You have provided a copy of your child's birth certificate;

4.1.3 A start date has been agreed;

4.1.4 The sessions have been agreed with the Nursery Manager;

4.1.5 A non-refundable registration fee, as detailed on the nursery fees sheet, has been paid;

4.1.6 The deposit specified by the Nursery Manager has been paid; and

4.1.7 You have completed and returned a direct debit form (if required).

4.2 The following conditions need to be satisfied no later than 7 days prior to your child's agreed start date.

If they are not, we reserve the right not to accept your child on that date (or until the conditions have been met):

4.2.1 You have informed Fennies in writing of any food, substance or medicine to which your child is allergic, any activity they are unable to participate in or any health and medical conditions;



- 4.2.1** You have provided phone numbers where you may always be reached and emergency contact details; and
- 4.2.1** You have provided Fennies with a list of adults who are authorized to collect the child.
- 4.3** Your child must have completed the settling-in schedule agreed with the Nursery Manager prior to the agreed start date. Otherwise, we reserve the right not to accept your child on that date (or until the condition has been met).
- 4.4** You are required to notify us immediately of any changes to the information provided on the registration form or referred to in this paragraph 4.
- 4.5** Priority for nursery places is at the discretion of the nursery. Therefore, a child's position on a waiting list is subject to change. Priority for waiting list spaces are given to parents with children currently registered at Fennies.

SCHEDULES OF ATTENDANCE AND SESSIONS

- 5.1** Fennies nurseries are open 51 weeks of the year and do not offer half day sessions, term time only or ad hoc booking patterns. All Fennies nurseries are closed for one day each year for training. The Nursery Manager will supply details of the designated closure days in each year.
- 5.2** A child's sessions and any changes to them will be agreed with the Nursery Manager and are subject to availability and the requirements of the paragraph 4.5.
- 5.3** The minimum session requirement is two full days a week. A parent who wishes for their child to attend the nursery 2 or 3 days a week will be obliged to take a Monday or Friday.
- 5.4** Should a parent wish to reduce their child's days at the nursery to 2 or 3 days a week, the reduced days will need to include either a Monday or a Friday.
- 5.5** A minimum of 8 weeks' written notice is required to decrease a booking pattern and will be subject to the minimum session and other requirements in the paragraph 4.5; any increase to a booking pattern will be subject to agreement and availability.
- 5.6** Fennies is open from 07:45 to 18:00 Monday to Friday. Some of our nurseries do offer additional early and late sessions which run from 07:00 – 07:45 and 18:00 – 19:00, but this service is subject to availability and will incur an additional cost. The Nursery Manager will provide information of the relevant nursery's opening hours, and availability and costs of extended sessions.
- 5.7** Fennies do not allow the swapping of sessions from one day to another. Extra sessions may be available to be booked at short notice.
- 5.8** A place will not be offered at the same nursery to a child within 12 weeks of them leaving.

CHILDREN

- 6.1** Fennies may require the parent to remove their child from the nursery, as soon as reasonably practicable, if:
- 6.1.1** The child requires special medical care or attention which is not available, or which is prohibited by the parent;
- 6.1.2** The child is or becomes ill during nursery hours or has been ill in the previous 48 hours to a particular session;
- 6.1.3** Fennies has reasonable cause to believe that the child is or may be suffering or has suffered from any contagious disease, and there remains a danger to other children who may contract such a disease;
- 6.1.4** Your child seriously harms a member of staff or another child, or Fennies has reasonable cause to believe that the child may do so.



In any such case, we may not allow the child to return until the relevant event or risk has ceased, or in the case of illness until 48 hours have passed since symptoms have ceased.

6.2 The parent permits, and hereby authorizes, Fennies staff to arrange for the child to receive first aid and/ or medical treatment in case of an emergency, including taking the child to hospital if necessary.

6.3 Prescribed medication will only be administered after the completion of the appropriate documentation. Non-prescribed medication may be administered with a parent's consent (in such form as we require from time to time) but may result in the child needing to be collected within one hour. Please refer to our medication procedure for further details.

6.4 The parent shall not be entitled to any refund of fees when a child is absent from Fennies for any event stated in the Children section. If the child is permanently removed from, or not allowed to return to, Fennies because of such an event, 8 week's written notice under the Termination section shall be deemed to have been given by the parent.

6.5 Fennies have an obligation to report any circumstances to the relevant authorities where we consider a child may be at risk of harm or neglect. This may be done without your consent and/or informing you.

6.6 If your child is the subject of a court order you must inform us and provide us with a copy of this order.

FEES AND DEPOSIT

7.1 Fees are calculated on a daily basis, and a nursery fees sheet will be provided to you at the time of registration. Fees are charged monthly in advance and, subject to paragraph 7.2, are dependent upon the number of days the child is booked to attend in the following month. Nonattendance on any day will not entitle you to a refund of the fee for that day.

7.2 Fees are chargeable for public and bank holidays and designated closure days if these occur on days in your booking pattern. The fees have been calculated taking these closure days into account. The Nursery Manager will supply details of the designated closure days in each year.

7.3 If the child does not attend the nursery once the agreement has been made, Fennies reserve the right to enforce the payment of, or retain, the registration fee, the first month's fees and/or the deposit.

7.4 The deposit is not the first month's fees, or the final month's fees, and will be refunded in full within 6 weeks of the child leaving the nursery provided notice has been given in accordance with paragraph 8 (Termination), and no additional payments or fees are outstanding on your account.

7.5 Fees received after the first of each month will incur an administrative charge for late payment as detailed on the nursery fees sheet.

7.6 The parent must ensure there are sufficient funds available for any direct debit to be honoured on the first of every month, except where a parent reasonably disputes the amount payable. If your direct debit fails or is cancelled, you will incur an administrative charge for late payment which is shown on the nursery fees sheet.

7.7 Fennies understand occasionally situations arise which necessitate late collection of the child. If you anticipate your collection will be after 6.00pm, you must notify the Nursery Manager. Late collection will incur an additional fixed fee for each 10-minute period as shown on the nursery fees sheet. In all cases children may not be left after 6.30pm unless your nursery offers extended hours, and this has been prearranged (at additional cost) at least 24 hours in advance.



7.8 In the event of circumstances beyond Fennies' control that result in the closure of the nursery (or a particular room), provided we take reasonable steps to minimise the period of closure and, where appropriate and as soon as reasonably possible, we relocate your child to another of our nurseries within reasonable distance, the parent accepts that no refund of fees will be made due to continued operational costs and we shall not be liable for any failure to perform the services during the period of closure. Such events include, but are not limited to, 'acts of God', fire, acts of terrorism, inclement weather (such as snow or flooding), loss of utility supplies, heating failure, and highway or public transport difficulties. If the nursery is closed, or likely to be closed, for more than 3 months and we are unable to relocate your child during this period to another of our nurseries within reasonable distance for a material part of the period of closure, the parent may terminate the agreement.

7.9 Fennies reserve the right to review the fees at any time but not more than once in any 12-month period and will give the parent 8 weeks' notice of any increase.

7.10 An agreement with a third party to pay the fees or any other sum due to the nursery does not release the parent from any liability under these terms.

TERMINATION

8.1 The Registration Fee is intended to cover costs incurred by Fennies prior to the child starting at the nursery. Should a parent cancel a place prior to the start date, Fennies shall retain the registration fee and deposit to cover the costs and losses that Fennies has incurred because of such cancellation.

8.2 Without limiting our other rights or remedies, except where the parent reasonably disputes the sum payable, Fennies may, by serving a notice in writing on the parent, terminate the agreement with immediate effect if the parent fails to pay the fees for a particular month within seven days of the first of that month.

8.3 Without limiting our other rights or remedies, Fennies may terminate the agreement with immediate effect if a parent behaves in an unacceptable manner, for example if the parent is abusive towards staff, neighbours and/or other parties connected to the nursery, or if the parent persistently parks inconsiderately or dangerously when dropping off or picking up their child from the nursery.

8.4 If we terminate the agreement for a reason specified in either of paragraphs 8.2 or 8.3, we will be entitled to deduct from your deposit and/or any fees paid in advance for services we have not provided, or charge you for, the losses we suffer as a result of that termination.

8.5 In any other case, a minimum of 8 week's written notice is required by either party to terminate the agreement and for the child to leave the nursery.

8.6 Termination of the agreement shall not affect either of our rights or remedies that have accrued prior to termination.

8.7 If you have failed to pay the fees for a particular month within seven days of the first of that month or are otherwise in material breach of the agreement, without limiting our other remedies, we may suspend your child from the nursery until such time as the fees have been paid or the relevant breach has been remedied.

DATA PROTECTION

9 In compliance with current UK data protection legislation, any personal data provided to or collected by Fennies will be processed in accordance with our Privacy Policy.



GENERAL

10.1 If during the period of the agreement or in the 6 months after the termination of this agreement you employ or engage, directly or indirectly and in any capacity, any person who is or has been a member of our nursery staff in the six months prior to such employment or engagement or (if earlier) the termination of the agreement, you will compensate us for any costs and losses incurred as a result, including temporary cover, recruitment and/or agency fees and/or training costs.

10.2 We may transfer our rights and obligations under the agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

10.3 The agreement is between you and us. No other person shall have any rights to enforce any of its terms.

10.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.5 If we do not insist immediately that you do anything you are required to do under the agreement, or if we delay in taking steps against you in respect of your breaking the agreement, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our service, we can still require you to make the payment at a later date.

10.6 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

The above terms and conditions are considered to be fair and reasonable. Fennies reserve the right to amend this Parent Agreement with one month's notice of any change.

