

BUTTERFLIES NURSERY TERMS & CONDITIONS

Price and Funding

- Prices currently payable are contained in the separate price list;
- A registration fee of £25.00 is charged upon booking a nursery place, this is non-refundable (Registration fee is not applicable to government funded-only children);
- Butterflies Nursery may increase or decrease the prices in the price list at any time by giving you four weeks' written notice;
- Local Authority 2 Year Old Funding is available for those children who are eligible under the scheme. Eligibility is means-tested, please speak to the Nursery Manager for more details on how to apply;
- Local Authority 15 and 30 Hours Childcare Funding for 3 and 4 year olds is available for those children who are eligible under the scheme. The funding is subject to the current and applicable rules and regulations as set by each Local Authority;

Fees and Payments

- **Fees for sessions booked on the registration form are payable monthly in advance of attendance.** Please let us know if you change email address;
- Failure to pay fees in advance of attendance may result in the suspension or termination of this contract and your child will no longer be able to attend nursery until resolved;
- A late payment surcharge of 10% will be added to your invoice if it is not paid by the due date of the 1st of the month;
- I/We agree to give 4 weeks written notice of cancellation of place or session or full payment in lieu of notice;
- I/We agree to collect my/our child/children at the agreed time. (Unauthorised late pick up will incur a penalty - £10.00 per hour or part thereof with a minimum charge of £5);
- Parents/carers are NOT permitted to drive on to, or park on school premises;
- Butterflies Nursery reserves the right to withdraw or refuse admission to the facilities to any child/parent who is extremely disruptive or suffering from an illness which could affect other children;
- I/We understand my/our child/children will be using large outdoor play equipment and playing outside;
- Butterflies Nursery reserves the right to transfer the business to any other third party (natural or legal person) and to assign the benefit of this Agreement in connection with any such transfer;
- Fees are not refundable for any periods of absence for any reason. This includes periods where Butterflies Nursery is unable to operate the nursery due to events beyond its control (Force Majeure). Such events may include but not be limited to acts of God or third parties outside of the nursery's control including disruptions to highways, public transport, utilities, pandemics, industrial action, or other events nor can we accept any consequential liability sustained by parents / carers due for example to loss of earnings or costs associated with alternative childcare.

Safeguarding

- Butterflies Nursery must report to authorities any suspicion of a Child being neglected or abused. We will contact the authorities without prior notice if we reasonably believe that your Child is at significant risk of harm or that your Child has or is subjected to sexual abuse.

Specific Consent

- You consent to Butterflies Nursery arranging for your Child to receive emergency treatment from emergency services should this be required. If such a circumstance were to arise. You agree:
- To make arrangements to immediately attend the hospital as soon as you are notified;
- To be responsible for arrangements to collect your Child from the Nursery immediately if your Child is unwell or the Nursery Manager requires that you remove your Child from the Nursery at the Nursery Manager's discretion.
- You consent to your Child's development records being kept and stored by Butterflies Nursery in paper and/or digital form and in accordance to Data Protection Regulation.
- You consent to the Nursery making the appropriate checks with the Local Authority to establish whether the Nursery is entitled to receive the Early Years Pupil Premium on behalf of your Child. You should talk to the Nursery Manager for more information on the Early Years Pupil Premium.

Limitation of Liability

- Except for any legal responsibility that cannot be excluded in law (such as for death or personal injury), Butterflies Nursery is not legally responsible for any:
- losses that were not foreseeable to both parties when this Agreement was formed;
- losses that were not caused by any negligence or breach on Butterflies Nursery part; and
- losses of savings, discounts (whether actual or anticipated), business losses, any losses of profit, earnings or income.
- Staff are not permitted to enter a private baby-sitting arrangement and in the event this occurs without our knowledge Butterflies Nursery will not be held liable at all for any acts or omission, loss, injury, damage, expense or delay incurred or suffered by you, when you enter into a privately arranged babysitting agreement with an affiliate or member of staff.

Variation

- Butterflies Nursery reserves the right to amend these Terms and Conditions and any policies at their discretion but with four weeks' notice to you. Any changes will take effect four weeks after notification.



No set-off

- **You** will pay all Fees that you owe under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, except when it may be required by law.

Governing law and jurisdiction

- This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) will be governed and interpreted by the laws of England and Wales. You and Butterflies Nursery irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim coming from this Agreement.
- A failure by Butterflies Nursery to exercise or enforce any right granted by these Terms and Conditions will not be interpreted or considered to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any occasion.

Health Declaration:

- I have supplied three emergency contact numbers and will advise the nursery of any changes in contact details. I will also give staff temporary numbers - especially in cases where both parents are away from home;
- I will keep my child away from nursery if he/she is not well enough to attend or has a contagious infection and I have read the exclusion periods provided separately;
- I understand that nursery will not administer non-prescribed medicine/creams unless written permission is supplied by the parent/guardian;
- I have and will keep the nursery informed of any circumstances which may impact on my child's care, learning and development.

Permissions (Granted or declined on registration form any change must be notified in writing to the nursery manager):

1. From time to time, we like to take the children out of the nursery and into the community. This is always in a small and appropriately supervised group. We may visit for example the local shop to buy ingredients for a cooking activity or the post box to post a letter. For trips further afield we would ask for separate permission.
2. Occasionally we may need to share information about your child with a teacher at your child's school. We will share the things your child is able to do and experiences he/she has had with us.
3. We also require permission to take photographs/videos which may be seen by others, such as social media (Facebook, Instagram, newspaper articles, nursery displays etc)