

Terms and Conditions

The following terms and conditions (and the documents referred to herein) constitute your entire contract with Templesprings Childcare Services Ltd (“Play Studio Montessori Nurseries”, “Us” or “We”), for childcare services (the “Services”).

1. Securing your child’s place/ Admissions/ Care Requirements

1.1 You will be required to complete our Registration Form and pay a **non-refundable Registration Fee of £155**. Upon receipt of your registration form, we will contact you to review your childcare requirements.

Availability is fluid and therefore cannot be guaranteed. To this effect, different sessions may be offered, from your original request. If no session is available, you will be put on the waiting list.

You will provide Us with a copy of your child’s birth certificate. You will ensure all information supplied in the registration form is correct and up to date.

1.1.1 As part of our Admission policy, we will arrange a Home Visit, Settling In Sessions and a Parent Induction before your child can start at our nursery.

1.2 Upon acceptance of our offer and to secure your child’s place at the nursery, a New Starter Deposit* of one month’s Fees is required to be paid before the Home Visit.

*The deposit will be refunded no later than 30 working days after your child’s last day provided one month’s written notice has been given and your account (including any late fee charges) is up to date.

You will also receive your first month’s invoice, and fees to be paid in advance of the home visit. This may be pro-rated depending on your child’s start date.

You must immediately inform Us of any change to this information, which includes:

1.2.1 any special educational needs and/or disability (SEND).

1.2.2 medical needs (including allergies/intolerances and/or medical conditions and whether your child requires medicine to be administered). Your child’s attendance at Play Studio Montessori Nurseries whilst on medication is at our sole discretion.

1.2.3 any court or consent order or signed custodial agreement relating to your child’s care arrangements; and

1.2.4 contact details for you and any other person(s) authorised to collect your child. We reserve the right not to release your child to a person if We are not satisfied, they are authorised to collect them. A proof of identification will be required if it is the first time an emergency contact is coming to collect your child.

1.3 Your child is not permitted to attend the nursery if they are suffering from a contagious illness (such as sickness, diarrhoea, or chicken pox) and cannot return until they have been symptom free for 48 hours or cleared by a doctor to return.

1.4 We may administer first aid in the event of an incident or accident, certain types of non-medically prescribed medication (such as to reduce your child’s temperature or respond to an allergic reaction) or apply sun creams / nappy cream as We deem appropriate. You must notify Us if you do not consent to this, but please note that it may result in your child not being permitted to attend our nursery.

1.5 We have a duty of care and an obligation to report to relevant authorities any instances where We consider that a child may have been neglected or

abused. We may do so without your consent and/or without informing you. We will follow our Safeguarding policy and undertake CAF Assessment. The information may be shared with other relevant professionals and organisations, such as the NHS, Local Authority, and other relevant agencies.

1.6 To help Us manage allergens You must not send food or food packaging into the nursery. Please do not use creams, sun creams, oils on your child that may contain nut oil, e.g. arachis.

1.7 We offer *funded sessions (stretched) for children who are entitled to Government Funding. This can be used against your nursery fees. However, places are limited, and terms and conditions apply.

1.7.1 Your child is entitled to funding the term after their birthday providing their birthday falls before the cut-off date. If it does not, funding will start the following term. Please see our **guidance on funded places**.

1.8 Compulsory Uniform for children over 3 years old

All children, attending the Mojisola Pre-school room will wear a uniform. When a child moves to or starts in the Mojisola Pre-school room (for 3 - 4-year-old children), he or she will be required to wear the nursery uniform.

This should be purchased by parents directly from the nursery.

1.9 Policies and Procedures

1.9.1 You can find a copy of some of the Statutory Policies on our Parent Partnership Portal.

1.9.2 If you would like to see more of our policies or receive any additional information, you would need to request a copy by filling out the policy interest form. This request will be fulfilled within 3 working days of your submission.

1.9.3. All policies and procedures are reviewed and updated annually.

1.9.4 Upon acceptance of your child to our setting, you agree to abide by ALL the settings policies, procedures, and Parent Code of conduct.

2. Fees and Payment Schedule

2.1 Fees

Except as otherwise stated, Registration Fees are non-refundable. Fees are set out in the Fee Schedule provided to You. They are dependent on booking patterns and your child’s age.

Fees include formula, nappies, and wipes - if you provide your own, fees will not be reduced. They also include meals, drinks, and snacks prepared on site by our Nursery Chef.

Fees are based on 52 weeks per year and paid monthly in advance. The nursery is open for 51 weeks and closed during bank holidays, the week of Christmas and new year.

Fees are payable all year round as your child’s nursery space is held regardless of the holidays mentioned above, or in the event of your child’s absence for whatever reason.

Any discount applied to fees is discretionary and solely a gesture of goodwill; it does not constitute a variation of this contract. Where We offer a reduced fee rate after a child’s birthday, it will take effect from the first day of the following billing period.

2.2 Refunds/Swaps

No refund or swapping of sessions will be given for days where (i) your child has been absent due to illness or holidays; (ii) We are closed due to a public holiday; or (iii) We are closed on any other designated days as required under Play Studio

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Montessori Nurseries policies and procedures (which We will make known to you in advance). If We take the decision to close due to events or circumstances which are outside of our control, we shall be under no obligation to provide alternative Services to you.

2.3 Payment Method

Fees are charged and payable in advance by bank transfer, childcare vouchers, tax-free childcare, direct debit, or credit cards. The nursery bank details can be found on your invoice.

If paying with Childcare vouchers and NS&I, please allow up to 5-7 days for your payment to reach us. Late charges will apply if fees are paid after the 1st of the month.

For direct debits we use a secure platform called 'GoCardless' which charges variable transaction fees. All transactions fees will be added to your invoice. For credit card payments we use a secure platform called 'SumUp' which charges 1.70% transaction fees. All transactions fees will be added to your invoice.

Our preferred method of payment is Bank Transfer and/or Childcare Vouchers. **Invoices are issued on the 25th of each month and is due on or before the 1st of each month.**

We reserve the right to suspend your child's place at Play Studio Montessori Nurseries until full payment has been made.

2.4 Charges

You must immediately inform Us if you are unable to collect your child by the specified closing. A late collection or early drop off fee of £5.00 per minute will be applied outside the contracted hours. This will automatically be added to your next invoice. Late

drop offs do not constitute late collection of your child.

If We have not been able to reach you or an authorised person to collect your child, then we reserve the right to call appropriate government bodies to collect your child.

You are responsible for ensuring that nursery fees are paid on time according to the agreed payment schedule, even in the event of bank holidays or weekends. Failure to do so will result in late charges being applied. Direct Debits which do not go through are charged at £8.50 for every retry.

We will enforce a daily interest late charge of 2% above the base rate of the bank of England on overdue fees until paid, plus a £25.00 administration fee. This will automatically be added to your invoice and payable before your child can access their next session.

The nursery will pursue outstanding fees through small claims court/debt collection agencies. Please note any additional fees incurred during this process is expected to be covered by you.

If you have difficulty paying your fees, please make an appointment to talk to the accounts manager as soon as you realise there is a problem. We may be able to advise you of any help or benefit you may be entitled to.

2.5 Fees Review

Fees are reviewed* on an annual basis in July and a minimum of one month's notice is given for any changes to our fees structure which will automatically take effect on the 1st of September of that year.

We may also review fees at any time or amend the way we calculate fees in order to comply with the Local Authority Service Level Agreement. We will

provide you with at least four weeks' notice of any revision to Fees. If you do not accept the revised fee, you may end this contract in accordance with clause 3.2.

2.6 Minimum Booking / Variations / Amendments

You must book a minimum of three sessions per week, per child ("Minimum Booking"). If you wish to decrease your child's sessions, you must give Us at least one month's prior written notice ("Minimum Notice"). You cannot reduce your child's sessions below the Minimum Booking – if you do so We reserve the right to cancel this contract with you.

If You fail to give the Minimum Notice, you shall remain responsible for paying the full fees for your child from the date you give notice until the end of the Minimum Notice period.

If you wish to increase your child's sessions, you must give Us at least 10 working days' notice.

2.7 Extra/Emergency Sessions

You can book an Extra session or Emergency session. For an Extra session, bookings can be made via Blossom Parent App at least five (5) working days before.

If you need a session urgently and are not able to give us at least five (5) working days' notice, bookings can be made by calling us on the phone. There is a premium charge to cover this emergency booking. This will be added to your next invoice.

We will review the request and check availability whilst making sure we keep in ratio. You will be notified whether we can accommodate your extra or emergency request or not.

2.8 School Leavers

For school leavers, you have a choice for your new starter deposit to be used towards your final invoice.

2.9 Securing your child's place 3 months to 12 months ahead

To secure your child's place at the nursery more than 3 months before a required start date, a New Starter Deposit of one month's Fees* is charged when your place is confirmed at the nursery. If for whatever reasons you no longer require the place, a minimum notice period of 3 months from the proposed Start Date is required. Your deposit will be refunded in full, up to 30 working days after the date of your formal letter to us.

If notice is given less than two months to the start date, 65% of the deposit will be retained as this is to cater for lost business where the space has been held for your child. If notice is given less than one month to the start date, 100% of the deposit will be retained as this is to cater for lost business where the space has been held for your child.

For example: if Start Date is on 20th January 2025, you need to give us a notice of cancellation by 19th October to qualify for a full refund; 19th of November to qualify for 65% of your deposit. If notice not received by 21st December 2024, then 100% of the deposit is retained.

If you wish to defer your child's start date you must give us 3 months' notice. You may receive your deposit back, subject to the requisite 3 months written notice being received and your child will be returned to the waiting list and offered a place subject to availability in accordance with our Admissions Policy.

3. Ending this Contract

3.1 You have a right to cancel this contract, without liability, within 14 days of the date we confirm your application has been successful. To exercise this

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right, you must let Us know in writing (email or letter) within this time period. After this time, your cancellation rights are as below, and your registration fee will not be refundable.

3.2 Unless your child is eligible to receive Government Funding, you may end this contract at any time by providing Us with at least one month's written notice. If your child is eligible to receive Government Funding, you are required to give us at least three months' notice.

The New Starter deposit will be refunded 30 working days after your child's last day provided one month's written notice has been given and your account is up to date. If no notice is given one month after your child's last day of attendance, your deposit will be forfeited and used to cover the cost of the unadvertised sessions for your child.

If you decide to terminate the contract and return back to the nursery at any later date, any discounts given previously will not be applied again.

3.3 We can end this contract at any time by providing you with at least one month's prior written notice. We can suspend the Services, or end this contract immediately if:

3.3.1 you have failed to pay any fees by the due date.

3.3.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time.

3.3.3 your behaviour on our setting or with any of our colleagues is contrary to the **Parent Code of conduct** we expect; and/or

3.3.4 your child's behaviour is deemed by Us to be unacceptable or endangers the safety and wellbeing of other children or our colleagues.

3.3.5 where care of a particular or specialist type is either required by the child or requested by the parent and the nursery is unable to provide same or the parent refuses consent to the provision of same by the nursery.

3.3 Where we elect to suspend the provision of Services under this clause, the suspension shall continue whilst We try to resolve the identified problem. Fees accrued during the suspension period will still be payable.

So far as it is reasonably able to do so in the circumstances, the nursery shall communicate its reasons for the exclusion in writing to the parent/guardian prior to any such exclusion being affected. Permanent exclusion of a child shall immediately terminate the contract.

4. non-solicitation of team

4.1 If, during and for a period of six months after the end of this contract, you (directly or indirectly) employ or otherwise engage the services of any of our colleagues who have had contact with your child.

4.2 in the six-month period prior to such employment or engagement; then you shall pay to Us a figure representing 25% of that colleague's gross annual salary at the time they left our employment. This figure represents the costs to Us of recruiting a suitable replacement.

5. Limitation of Liability

5.1 The nursery shall not be liable for any special, indirect or consequential loss (all three of which terms include, without limitation). The nursery shall have no liability whatsoever to any parent or child in relation to loss of or damage to the goods or property of any parent or the goods or property of any child admitted to the nursery.

5.2 Any property brought by the child or the parent/guardian to, or left by them at, the nursery is done so entirely at their own risk. This includes use of the car park and your car and contents such as buggies and scooters.

5.3 We accept no responsibility for children whilst in their parent's care on nursery premises i.e. prior to arrival or after picking up.

6. non-disparagement

6.1 By signing acceptance of the Terms & Conditions, you agree that you will not disparage the Company or any of its officers, directors, or employees. This includes language that covers disparaging communications made or transmitted on the internet or social media sites.

6.2 Any breach of this non-disparagement clause will be a breach of contract on your part. The company would have the right to commence proceedings against you for any losses arising out of such breach.

7. Safeguarding

7.1 The designated safeguarding leads 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.

7.2 Password System - We request that you create a password on your account. Please ensure the password is unique and only given to the persons who you will allow to collect your child.

7.3 It is the responsibility of parents/carers to contact us and inform us if someone else will be collecting your child. We obtain the right to speak with the provided emergency contact during collection about all things related to the child. This includes them being able to sign incident and accident reports.

7.4 Our designated safeguarding leads have the right to contact your provided emergency contact in relation to the safety and wellbeing of the child. This may be done without your consent and/or informing you.

8. General

8.1 Your child is not permitted to bring any smart device with camera / recording functionality into the nursery. We accept no responsibility for any loss or damage to any items left by you or your child at the nursery such as car seats, prams, toys, clothing or smart devices. All items are left at your own risk.

8.2 We may unilaterally change any provision of these terms and conditions without notice to you where such change arises from regulatory or legislative requirements. For any other changes to these terms and conditions We will give you four weeks' notice in writing (including by email).

8.3 These terms and conditions, and our contract with you, are governed by English Law and both of us agree to submit to the exclusive jurisdiction of the English courts to deal with any matters arising out of or in connection with the contract.

9. Data Protection and GDPR

9.1 We process personal data, including special category data, for our colleagues, parents, and children. We do not retain personal data for longer than necessary, and only in accordance with our contractual and legal obligations. Full details of how We meet our data protection obligations and how you can exercise your rights, is set out in our Privacy Policy available on our website.

9.2 By signing acceptance of the Terms & Conditions you give Play Studio Montessori Nurseries express consent to retain and process that information provided by the parent/guardian/bill payer, which directly relates to the child, for the sole purpose of childcare.