



The Forbury Group

Forbury • Berkeley • Newbury
Woodley • Waingels
Gardens Day Nursery
Est 1991

Forbury Gardens
Day Nursery
Abbots Walk, Reading
RG1 3HW
0118 958 8116
info@fgdn.co.uk

Berkeley Gardens
Day Nursery
72 Berkeley Avenue
Reading, RG1 6HY
0118 950 0116
info@bgdn.co.uk

Newbury Gardens
Day Nursery
Greenham Road
Newbury, RG14 7HS
01635 580 980
info@ngdn.co.uk

Woodley Gardens
Day Nursery
71 Reading Road
Reading, RG5 3AE
0118 921 9100
info@wgdn.ltd

Waingels Gardens
Day Nursery
Waingels Road
Woodley RG5 4RF
0118 918 6060
office@waingels.ltd

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PLEASE COMPLETE IN BLOCK CAPITALS

Name of child

Name(s) of Legal Guardian(s), who has/have parental responsibility for the child:

.....

I confirm that my child..... will attend
Forbury/Berkeley/Newbury/Woodley/Waingels* (*delete as appropriate) Gardens Day Nursery.

Sessions / Days..... and will start on.....

TERMS AND CONDITIONS OF FORBURY GARDENS DAY NURSERY

It should be noted that all references in the following document of:

us/we/the Nursery means Forbury Gardens Day Nursery also trading as Berkeley Gardens Day Nursery and/or Newbury Gardens Day Nursery and/or Woodley Gardens Day Nursery. and/or Waingels Gardens Day Nursery

You means Parent/Carer/Guardian.

1. PAYMENT & FEES

- 1.1 Payment of fees must be made in advance by monthly standing order on or before the 1st of the month (the 'Due Date for Payment'). Any money owing to you will be refunded by cheque. The fees payable are those set out in the offer letter sent to you and as amended from time to time in accordance with these terms.
- 1.2 A signed copy of these terms and conditions, a signed and fully completed registration form specifying your child's standard sessions and a non-refundable registration fee of £50.00 must be received by us before a place at the nursery is secured. Once a place has been secured a standing order form will be sent for your completion and should be returned as soon as possible. The standing order will come into operation from the 1st day that your child starts at the nursery.
- 1.3 If you wish to amend your child's standard booked sessions you must provide at least 1 month's written notice to the Nursery Manager and we will amend your child's standard booked sessions where possible. The Nursery will endeavour to accommodate requests to amend booked sessions but due to capacity and staffing factors it may not always be possible to accommodate such requests. As a result, we reserve the right to refuse any request to amend a child's booked sessions. You will be required to make additional deposit payments if your child increases their sessions.
- 1.4 You may not serve notice in accordance with clause 1.3 to amend your child's sessions until 3 months or more has lapsed from the date your child started at the Nursery.
- 1.5 If payments are cancelled or returned by the bank, we reserve the right to apply an administration charge of up to £35.00 to cover costs.
- 1.6 If you fail to make payment within 14 days from a Due Date for Payment we reserve the right to terminate your child's place at the Nursery with immediate effect and which may also result in your child's place being offered to another child on the waiting list unless there are exceptional circumstances which have

previously been approved by the Nursery Manager. We reserve the right to refuse admission to any child whose fees are in arrears until payment has been made in full.

- 1.7 We reserve the right to charge interest on any undisputed sum not paid from such date it becomes due, at an annual rate of 4% above base lending rate from time to time of Lloyds Bank PLC accruing on a daily basis.
- 1.8 Fees will not be refunded and remain payable in accordance with this clause 1 in the event of cancellation, missed days, extra days or sessions or any parts of the week your child may be absent as staffing and running costs still have to be met. This includes if the nursery has to close due to:
 - (i) a Force Majeure Event (see Clause 5.6 for definition); or
 - (ii) unforeseen circumstances (subject to the Nursery using reasonable endeavours to mitigate the effect of the unforeseen circumstances, to carry out our obligations to you in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible).
- 1.9 Full time children who are absent due to sickness for a whole week may be entitled to pay half the full fees for that week at the sole discretion of the Nursery Manager.
- 1.10 We reserve the right to charge the fees from the original start date stated on this form in the event you wish to postpone your child's start date. Request to postpone start dates should be submitted in writing.
- 1.11 We review our fees periodically and reserve the right to increase fees at any time. You will be provided with adequate advance notice of any increase in fees before the new fees comes into force.
- 1.12 We accept child care vouchers, tax free childcare and grant funding. Please speak to our Office and Building Services Manager for further information.
- 1.13 Cheques are to be made payable to 'Forbury Gardens Day Nursery' or 'Berkeley Gardens Day Nursery'.
- 1.14 A deposit equal to £100 for each day/session your child attends the nursery in a full week is payable before your child's start date (for example, 3 full days a week requires £300 deposit to be paid). The deposit will be refunded following termination of your child's place minus any deductions for sums outstanding. Please note due to tax deducted from your childcare vouchers or tax free childcare, deposits can not be paid via either of these schemes.
- 1.15 It is your responsibility to change and/or cancel any standing order payments should the fees payable change or cease. We reserve the right to charge admin fees for dealing with payment of incorrect amounts.
- 1.16 The Nursery shall be entitled to set off and/or withhold any amounts owed to you against any sums or debt due to the Nursery.

2. DISCOUNTS

- 2.1 The Nursery reserves the option to apply a discount of 15% to the fees payable in respect of the oldest child when two or more children from the same family are attending the nursery at the same time. In the case of twins, they will each receive 15% discount. The aforementioned discount shall be provided at the sole discretion of the Nursery and the Nursery reserves the right to withdraw the discount at any time with immediate effect.
- 2.2 The Nursery reserves the option to decrease the fees payable following the second birthday of a child.

For parents paying monthly this will take effect from the first day of the month following their birthday and if parents are paying weekly, this will take effect from the first Monday following the change of age. The aforementioned discount is provided at the sole discretion of the Nursery and the Nursery reserves the right to withdraw the discount and revert to the previous fees at any time with immediate effect.

3. OPENING HOURS

- 3.1 We provide nursery facilities between 8.00am and 6.00pm Monday to Friday.
- 3.2 We are closed on public and bank holidays and from 4.00pm Christmas Eve and New Year's Eve. We reserve the right to close on Christmas Eve and will communicate within a reasonable period in advance whether we will be open or closed on Christmas Eve.
- 3.3 You must immediately notify us and in any event no later than 5.30pm if you are unable to collect your child by the official collection time stated in Clause 3.1.
- 3.4 You agree to pay a surcharge of £15.00 per child for every 15 minutes (or part thereof) you are late in collecting your child after the official collection time stated in Clause 3.1.
- 3.5 The nursery is open throughout the year except as set out in Clause 3.2. Full fees are charged for both full time and part time children for weeks shortened by bank, public holidays and Christmas Eve. Holiday periods are charged at normal rates.
- 3.6 If the nursery has to close or we take the decision to close due to circumstances or events that are outside of our control (other than those set out in condition 4.4), including but not limited to Force Majeure Events, or improper staff to child ratios, we are not required to:
 - (i) provide alternative childcare facilities to you; or
 - (ii) reimburse you.
- 3.7 In accordance with the provisions of these terms and conditions, if the closure of the Nursery exceeds 20 consecutive days (excluding any days when the nursery would otherwise be closed) we will issue notice in relation to the fees payable for the period the Nursery will be closed in excess of 20 consecutive days (excluding any days when the nursery would otherwise be closed).

4. TERMINATION

- 4.1 You may terminate your child's place at the nursery for by giving us at least 1 month's written notice, you shall not be entitled to provide such notice until expiry of the initial 3 month from the date your child started at the Nursery. Fees remain payable during the notice period. If you withdraw your child during the notice period or fail to give the required notice, fees remain payable in lieu of notice.
- 4.2 We may immediately terminate your child's place at the nursery, and not refund the balance of any fees paid, if any of the following events occurs (not to be considered an exhaustive list):
 - 4.2.1 You fail to pay our fees within 14 days from the due date for payment in accordance with condition 1.1;
 - 4.2.2 You or a person connected with you displays inappropriate, abusive or threatening behaviour towards our staff, other parents, other children or any third party;
 - 4.2.3 Your child displays inappropriate or disruptive behaviour which endangers the safety or well-being of the

other children;

- 4.2.4 You are persistently late (3 times or more in any 4 week period would be considered persistent) in collecting your child by the official collection time in condition 3.1;
- 4.2.5 You fail to comply with clause 6.2; and
- 4.2.6 You persistently fail to comply with the Nursery Policies and Procedures.
- 4.3 We may at our sole discretion terminate your child's place at the nursery for any reason (other than in accordance with condition 4.4) or otherwise terminate this agreement by giving you at least 5 days written notice
- 4.4 This agreement will terminate immediately in the event of insolvency.

5. LIABILITY

- 5.1 We accept no responsibility for any loss suffered by you, arising directly or indirectly, as a result of the Nursery being temporarily or permanently closed or the non-admittance of your child to the Nursery for any reason, this applies to absence due to sickness, holidays and Bank Holidays.
- 5.2 We accept no responsibility for children whilst in their parents care on Nursery premises. Responsibility will pass to the Nursery following successful signing in of the child and responsibility will pass back to the parent following successful signing out of the child.
- 5.3 We will not be liable to parents and/or children and/or any third party for economic loss of any kind, for damage to the child's or parents property, for any loss resulting from a claim made by any third party or for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if foreseeable.
- 5.4 Except in the case of death or personal injury caused by our negligence or any liability that may not otherwise be limited or excluded by law, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the fees that you have paid us.
- 5.5 We shall have no liability under or be deemed to be in breach of our agreement with you for any delays or failures in our performance which result from circumstances beyond our reasonable control.
- 5.6 We shall not be liable to you should we be prevented, hindered or delayed in or from performing any of our obligations under these terms and conditions for any circumstance not within our reasonable control including, without limitation, default due to any act of God, epidemic, pandemic, closure of the facility, any law or any action taken by a government or public authority, war, strike, lockout, industrial action, fire, flood, storm, drought, tempest, collapse of buildings, explosion or accident or demonstrations (whether general or partial stoppage); labour disputes of any kind or any industrial action of any nature whatsoever, staffing shortages, interruption or failure of utility service or other event beyond the reasonable control of the Nursery ('Force Majeure Event').
- 5.7 We will take reasonable precautions which, having regard to all the matters known to us before the Force Majeure Event, we ought reasonably to take and we will use reasonable endeavours to mitigate the effect

of the Force Majeure Event, to carry out our obligations to you in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible.

6. EMPLOYMENT OF STAFF

- 6.1 You agree that you will not at any time, whether throughout the continuance of this agreement or for a period of six months after its termination, directly or indirectly (for example, via agencies) employ/entice away an employee with whom you have had contact or dealings with at the childcare facility. If you are found to be in breach of this provision then you agree to pay to us a sum representing 25% of the relevant member of staff's gross annual salary at the time they leave our employment representing the costs to us of recruiting a suitable replacement.
- 6.2 You agree that at no time will you attempt to or reach an agreement with any of our staff to provide services directly. This may include but is not limited to babysitting services and transporting children home after nursery. We accept no liability for children should you be in breach of this clause and you shall be deemed to be acting under a private agreement with the individual for which the Nursery takes no responsibility.

7. EMERGENCY CONTACT DETAILS

You must immediately inform us of any changes to your own and your authorised contacts' contact details.

8. SECURITY

- 8.1 You must keep us informed as to the identity of the persons who will be collecting your child.
- 8.2 If the person collecting your child is not usually responsible for collecting them we will require proof of identity and a password.
- 8.3 If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care and you will be liable to pay the fees in accordance with Clause 3.4 if this causes late collection.
- 8.4 You must not use any electronic devices (including mobile phones) whilst on the Nursery premises. If you fail to comply with this clause you may be asked to leave the Nursery premises.

9. PERSONAL BELONGINGS

- 9.1 We advise you to dress your child in practical inexpensive items of clothing, clearly labelled with their name.
- 9.2 We will make every reasonable effort to avoid loss or damage to your child's personal belongings however

we will not be liable for any loss or damage to such items.

10. ILLNESS & ACCIDENTS

- 10.1 You must immediately inform us if your child is suffering from any contagious illness and/or you reasonably suspect they have a contagious illness and must not allow your child to attend the nursery if they are suffering from a contagious illness which could easily be passed on to another child. Parents are also requested to inform the Nursery if their child is suffering from any illness, sickness or allergies before attending Nursery and to follow the instructions provided by the Nursery.
- 10.2 If your child appears unwell during the day, we will contact you to collect them. If you are unable to collect them, other authorised contacts may be contacted.
- 10.3 We will inform you of all accidents and ask you to sign our accident/incident form.
- 10.4 In the event of an emergency, we will contact you immediately and your child will be taken to hospital and remain accompanied by members of our staff until you arrive.
- 10.5 We will not be responsible for your child contracting any contagious illness whilst at the nursery.
- 10.6 We reserve the right to administer basic first aid and treatment when necessary.
- 10.7 For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Nursery to contact the parents but failing this, we are hereby authorised to act on behalf of parents and authorise necessary treatment.
- 10.8 We accept no responsibility for children contracting contagious diseases/infections.
- 10.9 We reserve the right to refuse any person (for the avoidance of doubt, including your child) from entering and/or attending the Nursery premises when following any guidance or similar issued by supervisory or government agency, body or authority having regulatory or supervisory authority over the Nursery.

11. DIETARY AND MEDICAL REQUIREMENTS

- 11.1 You must complete our standard child detail form prior to your child attending the nursery, detailing any dietary or medical requirements and any allergies, and immediately update us in writing of any changes to the information provided in this child detail form.
- 11.2 You must complete a medication consent form if you require our staff to administer any prescribed or pain relief medicines to your child.
- 11.3 You warrant that all information provided in accordance with this clause 11 is accurate and up to date at the time the information is provided.

12. PUBLICITY

- 12.1 From time to time we may photograph and video the children at the nursery. These images may be used for promotional purposes and may be shown in classrooms. If you do not wish for your child to be

recorded or photographed please inform us in writing.

13. COMPLAINTS

If you have any concerns regarding the services we provide, please discuss these with your child's key person. If your concerns have not been resolved to your satisfaction, please contact the Nursery Manager.

14. MISCELLANEOUS

- 14.1 We require to see a copy of your child's birth certificate on or before the agreed start date..
- 14.2 You must inform us immediately of any changes to all information kept by us in relation to your child and any information that is relevant to our care of your child.
- 14.3 You will immediately inform us if your child is the subject of a court order and provide us with a copy of such an order.
- 14.4 We have a duty to report any instances where we consider that your child may have been abused or neglected to the relevant authorities and may do so without your consent and/or informing you.
- 14.5 You will receive a copy of the Nursery prospectus, The Positive Behaviour Management Policy, The Safe Guarding children Policy, The Equal Opportunities Policy and the Special Educational Needs Policy. In addition to receiving the aforementioned you are expected to have read and understood its contents and confirm you will act in accordance with all the provisions set out therein.
- 14.6 Our policies and procedures can be found in the Main Entrance Hall or The Office and are available to view at any time request and they form part of these terms and conditions. You must comply with our policies and procedures and by accepting a place for your child at the Nursery you acknowledge that you have read and accept our terms and conditions and policies and procedures.
- 14.7 Children aged between 3 - 5 years are entitled to the Early Years Education Grant. For more information, please speak to the Nursery Manager, or phone the local council. 2 year old funding may be available for some families.
- 14.9 Both parties agree to comply with all applicable requirements of the Data Protection Legislation as amended. Please see a copy of our Privacy Notice (a copy is available as set out in Clause 14.6) for more details on how we collect and uses personal information.
- 14.10 These terms and conditions represent the entire agreement and understanding between you and us. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.

15 NO WAIVER

Any delay by the Nursery in responding to any breach by you of these Terms shall not be deemed nor operate as a waiver of that breach. If the Nursery expressly waives a breach of this Agreement by you, this will not constitute a waiver of any future breach.

16 VARIATION

We reserve the right to update / amend these terms and conditions and our policies and procedures at anytime. We will give you at least four weeks prior notice of any changes coming into force.

17 NOTICES

Any notice required to be given hereunder shall be delivered or sent by first class post to The Nursery Manager or by email, and any such notice shall be deemed to have been served: if delivered - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by email – at the time of dispatch.

18 GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

I/we confirm I/we have read the above terms and conditions and agree to be bound by the provisions set out therein

.....
GUARDIAN/PARENT SIGNATURE

.....
2ND GUARDIAN/PARENT SIGNATURE

.....
Print name

.....
Print name

.....
Date

.....
Date