



BUTTERFLIES DAY NURSERY & CHILDCARE LTD TERMS & CONDITIONS OF CHILDCARE

These Terms & Conditions apply to all childcare services provided by Butterflies Day Nursery & Childcare Ltd, including Nursery, Kidzone After School Club and Holiday Club services.

Price and Funding

- Prices currently payable are contained in the separate price list available on our website or a copy from the nursery manager can be requested
- Nursery Places - A registration fee of £50.00 is charged upon booking a Nursery place, this is non-refundable.
- An additional £150.00 place security payment is required to secure the agreed Nursery place. This payment is non-refundable if the place is cancelled before the agreed start date or if the child does not commence their booked place for any reason.
- Where the child commences their booked place as agreed, the £150.00 place security payment will be credited against the first childcare invoice/s.
- The place security payment is separate from the 4-week cancellation notice period and does not replace or reduce any fees payable during the required notice period.
- Please note as per government legislation no registration fee is applicable for funded only children but the "secure your place" fee still applies and will be repaid once the child commences their nursery place.
- Kidzone & Holiday Club – No registration fee required
- Butterflies Day Nursery & Childcare Ltd may increase or decrease the prices in the price list at any time by giving you four weeks' written notice
- Funding - Where a child is eligible for government-funded childcare, funding will be applied in accordance with the applicable government and Local Authority rules. Funding does not necessarily cover all additional services, meals, consumables, activities, additional hours or other charges. Where applicable, the Nursery will provide parents/carers with details of any charges associated with funded sessions before the sessions are booked.

Fees and Payments

- Responsibility for Fees - The parent(s)/carer(s) named on the registration form are jointly and severally responsible for all fees and other charges due under this Agreement, regardless of any separate financial arrangements between parents/carers or other parties.
- Fees for sessions booked on the registration form are payable monthly in advance of attendance. Please let us know if you change email address
- A reasonable late payment charge, minimum £30 may be applied to overdue balances and 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 provide a minimum of 4 weeks' written notice to permanently cancel a childcare place or any regular booked session. Fees will remain payable throughout the 4-week notice period, whether or not the sessions are attended
- Temporary cancellation, suspension or reduction of booked sessions is not permitted, including for holidays, family circumstances or any other short-term absence. A booked session can only be removed on a permanent basis by giving the required 4 weeks' written notice.
- If a session is permanently cancelled and subsequently required again, it will be subject to availability at the time of re-booking and cannot be guaranteed.
- I/We agree to collect my/our child/children at the agreed time. Unauthorised late collection will incur a charge of £10 for each 30-minute period, or part thereof, after the agreed collection time, with a minimum charge of £10. This charge is payable in addition to the normal childcare fees

Absence and Nursery Closure

- Fees are payable in full for all booked sessions, regardless of whether a child attends, and no reduction, refund or credit will normally be given for sessions missed due to absence, including holidays, sickness, medical appointments, family circumstances or any other reason.
- Fees remain payable where a child is unable to attend the Nursery due to illness or other circumstances, as the child's place and booked sessions remain reserved for them.
- Where Butterflies Day Nursery & Childcare Ltd is unable to operate or is required to close due to circumstances beyond its reasonable control (Force Majeure), fees will normally remain payable for the period of closure and the Nursery will not normally provide refunds, credits or alternative sessions for affected bookings.
- Force Majeure events may include, but are not limited to, extreme weather, flooding, fire, power or utility failure, disruption to roads or public transport, pandemics or epidemics, industrial action, government or regulatory action, failure of essential services, or other events outside the reasonable control of the Nursery.
- The Nursery will make reasonable efforts to minimise the impact of any such event and will keep parents/carers informed of any closure and arrangements for reopening.
- To the extent permitted by law, Butterflies Day Nursery & Childcare Ltd will not be liable for any consequential loss, costs or expenses incurred by parents/carers because of a Nursery closure or disruption outside the Nursery's reasonable control, including loss of earnings or the cost of arranging alternative childcare.
- Nothing in these Terms and Conditions affects any rights or remedies that cannot legally be excluded or limited.

Admission and Exclusion

Butterflies Day Nursery & Childcare Ltd reserves the right to refuse admission to, or require the collection of, any child where, in the Nursery's reasonable opinion:

- the child is displaying behaviour that presents a significant risk to the health, safety or wellbeing of themselves, other children, parents or staff; or
- the child is unwell or displaying symptoms of an infectious illness and should not attend the Nursery in accordance with our illness and exclusion procedures.
- The Nursery will consider each situation on an individual basis and will act in accordance with its policies, applicable guidance and the best interests of the children in our care.
- Parents/carers are required to inform the Nursery of any illness, infectious condition or other circumstances that may affect their child's ability to safely attend.

Safeguarding and Child Protection

- Butterflies Day Nursery & Childcare Ltd is committed to safeguarding and promoting the welfare of all children in our care. We will act in accordance with our Safeguarding and Child Protection Policy and all applicable statutory requirements.
- Where we have a concern about a child's welfare or have reasonable grounds to suspect that a child may be at risk of abuse, neglect, exploitation or significant harm, we may share information with the relevant safeguarding authorities and/or other appropriate agencies without prior notice to parents/carers where this is necessary to protect the child or where required by law.
- Parents/carers understand that the Nursery may be required to share information with external agencies where there are safeguarding concerns. The Nursery will not delay or withhold a referral where doing so could place a child or another person at increased risk of harm.

Parking and Access

- For the safety of children, parents/carers are not permitted to drive onto or park on the school premises.

Outdoor Play and Equipment

- I/We understand and accept that my/our child/children will participate in indoor and outdoor activities, including the use of age-appropriate outdoor play equipment.
- I/We understand that outdoor play and physical activities involve an element of normal risk, and that the Nursery will take appropriate and reasonable measures to supervise children and manage risks in accordance with its policies and procedures.

Specific Consent

Emergency Medical Treatment

- I/We authorise Butterflies Day Nursery & Childcare Ltd to seek appropriate emergency medical assistance for my/our child/children where the Nursery reasonably considers this necessary, including contacting the emergency services and arranging for my/our child/children to receive emergency medical treatment.
- In the event of an emergency, I/we agree:
 - a. to ensure that the Nursery has up-to-date emergency contact details and relevant medical information for my/our child/children;
 - b. to attend the hospital or other appropriate medical facility as soon as reasonably possible if requested or notified by the Nursery; and
 - c. to provide any information reasonably required by medical professionals to assist with the care and treatment of my/our child/children.

I/We understand that, in an emergency, the Nursery may need to act in the best interests of my/our child/children without obtaining prior consent from me/us where it is not reasonably practicable to do so.

Collection Arrangements

Children may only be collected by a parent/carer or another person authorised by the parent/carer and recorded with the Nursery. The Nursery may request identification from an authorised person.

The Nursery will not release a child to a person who is not authorised or where there is a reasonable safeguarding concern.

Collection of an Unwell Child

- I/We agree to make arrangements for my/our child/children to be collected **as soon as reasonably practicable** if they become unwell during their time at the Nursery or if the Nursery determines that they are unable to safely remain at the Nursery.
- The Nursery may require my/our child/children to be collected in accordance with its Illness and Exclusion Policy. Where I/we are unable to collect my/our child/children personally, I/we will arrange for an authorised person to collect them.

Children's Records and Data Protection

- I/We consent to Butterflies Day Nursery & Childcare Ltd creating, maintaining and securely storing records relating to my/our child/children, including developmental, learning, attendance, safeguarding, health and care records, where such records are required for the provision of childcare, education and safeguarding.
- Records may be maintained in paper and/or electronic form and will be stored and processed in accordance with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018.
- Information will only be shared with third parties where there is a lawful basis to do so, including where required for safeguarding, statutory, regulatory or legal purposes.

Early Years Pupil Premium (EYPP)

- I/We consent to Butterflies Day Nursery & Childcare Ltd making the necessary checks with the relevant Local Authority or other appropriate authority to determine whether my/our child/children are eligible for Early Years Pupil Premium (EYPP).
- Where my/our child/children are eligible, I/we authorise the Nursery to make the appropriate application or claim on their behalf and to use any funding received in accordance with the applicable EYPP requirements.
- I/We understand that the Nursery may require certain information from me/us to establish eligibility. Further information about EYPP and how funding may be used is available from the Nursery Manager.

Parental Responsibility and Court Orders

Parents/carers must inform the Nursery of any relevant court orders, restrictions or arrangements relating to parental responsibility, contact or collection of their child and provide appropriate documentation where requested. The Nursery will act in accordance with its legal and safeguarding obligations.

Limitation of Liability

Except where liability cannot lawfully be excluded or limited, Butterflies Day Nursery & Childcare Ltd will not be responsible for:

- any loss or damage that was not reasonably foreseeable at the time this Agreement was entered into;
- any loss or damage that was not caused by the negligence, breach of contract or other unlawful act or omission of Butterflies Day Nursery & Childcare Ltd; or
- any indirect or consequential loss, including loss of income, profit, business, anticipated savings or other financial loss.

Nothing in these Terms and Conditions is intended to exclude or limit any liability which cannot legally be excluded or limited, including liability for death or personal injury caused by negligence, or any other liability which the law does not permit the Nursery to exclude or restrict.

Transfer of the Nursery Business

- Butterflies Day Nursery & Childcare Ltd reserves the right to sell, transfer or otherwise dispose of all or part of its business, including the transfer or assignment of the benefit of this Agreement to another person or legal entity in connection with such a transfer.
- Where the Nursery is transferred to a new owner or operator, the Nursery will notify parents/carers of any relevant change and will ensure that any transfer is carried out in accordance with applicable law and regulatory requirements.
- The transfer of the Nursery or this Agreement will not affect any rights or obligations that have already accrued to either party before the date of the transfer.

Private Babysitting Arrangements

- Staff members of Butterflies Day Nursery & Childcare Ltd are not permitted to enter into private babysitting arrangements with families of children attending the Nursery.
- Staff must not provide parents/carers with their personal contact details for the purpose of arranging private babysitting or childcare.
- If a parent/carer did still enter into a private babysitting or childcare arrangement with a member of staff independently of Butterflies Day Nursery & Childcare Ltd, the arrangement is a private agreement between the parent/carer and the individual staff member and does not form part of the childcare services provided by the Nursery.
- To the extent permitted by law, Butterflies Day Nursery & Childcare Ltd accepts no responsibility or liability for any loss, injury, damage, expense, delay, act or omission arising from or in connection with any such private arrangement.
- Parents/carers should not request or arrange private babysitting services with Nursery staff and should notify the Nursery if they become aware that such an arrangement has been proposed or entered into.

Changes to Terms and Conditions

- Butterflies Day Nursery & Childcare Ltd may update these Terms and Conditions from time to time where reasonably necessary, including to reflect changes in legislation, statutory guidance, regulatory requirements, operational requirements or the services provided.
- We will provide parents/carers with reasonable written notice of any material changes before they take effect, wherever reasonably practicable. Changes required immediately by law, regulation or safeguarding requirements may take effect without prior notice where necessary.

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 Day Nursery & Childcare Ltd 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 Day Nursery & Childcare Ltd 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
- Medication will only be administered where the Nursery's Medication Policy permits this and the required parental consent and medication information has been provided. Parents/carers must provide accurate and up-to-date information regarding prescribed medication, allergies, medical conditions and other relevant health needs.
- 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):

- 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
- 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
- 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), this is all included in your child application form with the option to opt in or out

Termination by the Nursery

- Butterflies Day Nursery & Childcare Ltd may terminate or suspend a child's place where there are serious or persistent breaches of these Terms and Conditions, including non-payment of fees, persistent late collection, behaviour that presents a significant risk to the safety or wellbeing of others, or where the Nursery is no longer reasonably able to meet the child's needs safely and appropriately.
- Except where immediate action is reasonably necessary to protect a child, another person or the Nursery, the Nursery will normally provide reasonable notice and, where appropriate, an opportunity to resolve the issue before terminating the agreement. Nothing in this section affects the Nursery's safeguarding duties or any other legal or regulatory obligations.

Complaints

- Parents/carers who have a concern or complaint about the Nursery or the care provided should raise the matter with the Nursery Manager in the first instance.
- The Nursery will deal with complaints fairly, promptly and in accordance with its Complaints Policy.
- A copy of the Nursery's Complaints Policy is available from the Nursery Manager upon request.
- Parents/carers may also contact Ofsted where they have concerns about the provision or where they wish to raise a matter directly with the regulator.