The Fledglings Nursery Terms & Conditions

1. These Regulations, Terms and Conditions are necessary in order to maintain our high standards and to ensure children derive the maximum benefit from their attendance at Nursery. We reserve the right to change or amend these at any time.

2. References to “us”, “we”, “Ashbridge”, “Ashbridge Nursery at Maxy Farm”, “nursery" or “school” in these Terms and Conditions shall mean Ashbridge School Limited a private limited company incorporated under the laws of England & Wales with company registration number 03695177 and whose registered office is Ashbridge Lindle Lane, Hutton, Preston, Lancashire, PR4 4AQ and the term “our” shall be construed accordingly (i.e. that which belongs to Ashbridge School Limited).

3. References to you in these Terms and Conditions shall mean you the parent, parents, legal guardian or legal guardians of the child named in the Nursery Enrolment Form section of these Terms and Conditions and the term “your” shall be construed accordingly.

4. Any reference to “in writing” shall include email.

5. These Terms and Conditions consist of the above Nursery Enrolment Form, the terms and conditions set out herein and any of the school’s policies and procedures which are in place from time to time.

6. AGE OF ADMITTANCE / OPENING HOURS / ATTENDANCE
   - Children from 3 months to 4 years are welcomed. Children are accommodated in separate areas, designed, equipped and staffed to meet their developmental needs.
   - We are open for 52 weeks of the year, Monday to Friday from 7:00 to 18:00, excluding Bank Holidays.
   - A minimum of two full days’ attendance weekly is required.
   - Any changes to the existing hours or days of attendance will be treated as a cancellation of the existing contract and a new contract will be created in accordance with the allocation of places detailed in the admissions policy.
   - Requests to amend booking/attendance patterns may only be made in writing 4 weeks’ in advance and days/sessions booked may not be exchanged in any circumstances.
   - Changes to booking/attendance patterns must remain in place for a minimum of 8 weeks before another change can be made.
   - Additional one-off sessions may be booked based upon availability and will be charged on your next invoice.
   - A number of settling in visits are offered prior to a child starting nursery, at the nursery’s sole discretion.
   - If there are any confirmed or suspected additional needs, a member of staff from the nursery will meet with you in advance and offer additional classroom visits to ascertain if we are able to meet your child’s needs within our provision.

7. REGISTRATION, FEES, PAYMENT AND NOTICE PERIOD
   - Applications for a child’s place at the nursery can be made at any time.
   - A non-refundable fee of £100 is payable on submission of the Nursery Enrolment Form and the nursery cannot process any application until this has been paid.
   - The first four weeks’ fees must be paid upfront a minimum of 4 weeks before the child’s start date and the £100 registration fee referred to above will be deducted from the first four weeks’ fees.
   - All fees include meals, drinks, nappies, creams, wipes and, where authorised, sun cream and non-prescription medication
   - Fees are payable in advance and a signed direct debit mandate must always be in place. We accept a variety of childcare vouchers and tax free childcare as supplementary fee payment options, however a signed direct debit mandate must always be in place and active.
   - Notice of cancellation of additional sessions is required in writing by noon on the Friday prior to the week or booking or full fees will be payable.
   - All fee rates are available at www.ashbridgeschool.co.uk.
   - Full fees are payable for all absence and holiday periods including Bank Holidays.
   - Attendance is recorded when children arrive and leave and parents/guardians are required to inform us if a child is to be absent for any reason.
   - Should your child attend more than their contracted sessions it will be charged at the Nursery’s normal rate.
   - Late pick-up charges apply at a cost of £5 for every 15 minutes. For example:
     - 18:01 – 18:15 - £5
     - 18:16 – 18:30 - £10 etc

8. NON-PAYMENT OF FEES
   - In the event of a direct debit payment failing on the day it is due a fee of £20.00 will be payable.
   - If any payment is not made on the date it is due a fee of £25.00 will be payable.
   - Any payment that is due and which is not made within 21 days of the date it is due will result in the child’s place being temporarily withdrawn for a maximum period of 5 days until such payment is made. A fee of £100.00 will be payable to reinstate the child and end the suspension.
   - If the overdue payment is not made before the 5-day suspension period ends the child’s place will be permanently withdrawn.
   - If payments are not paid within 21 days of their due date on more than 3 occasions during a single calendar year the child’s place will be permanently withdrawn.

9. MEALS AND SNACKS
   - A healthy, no-added sugar, nutritionally balanced menu is offered to all children and all food is prepared on the premises.
   - Copies of menus are available and special arrangements can be made to accommodate individual dietary requirements on medical or religious grounds only, in consultation with parents/guardians. Vegetarian and vegan diets can also be catered for upon request.
   - The nursery reserves the right to not offer a place at the nursery if it feels it cannot meet a child’s dietary needs.
   - Children are offered an early morning snack, lunch and hot light tea. Parents of babies not yet eating a full diet need to provide milk daily.
   - Food and drink must not be brought into Nursery.

10. SICKNESS AND MEDICATION
    - It is not our policy to administer medicines to children. However, if requested to do so by parents/guardians we will administer prescription medications wherever possible but reserve the right to refuse a request to administer medicines whilst a child is in our care. No non-prescription medicine is to be brought into nursery. If it is agreed that medication may be administered, a signed form must be completed by the parent/guardian confirming authorisation (please see our Medical Needs policy for further information).
    - Children with certain illnesses or conditions must not attend Nursery for the time stated in the Medical Exclusion Times Policy, available on the website. Specifically, children with sickness and/or diarrhoea must remain at home until 48 hours after symptoms have passed. For any illnesses requiring government intervention, their guidance must be followed at all times.
    - If a child becomes sick during attendance, we reserve the right to call for emergency assistance if necessary and remove them from the nursery in order for them to be taken to hospital. Permission for this is requested on the enrolment form.
    - If a child has an accident whilst attending, a record is made and parents/guardians or those designated to collect the child are informed. Full details of accident procedures are enclosed within the Welcome Pack.

11. ADMISSION POLICY
    - Our admission policy, available on the company website, sets out the requirements of enrolment and allocation of places.

12. WITHDRAWALS AND FEES ON WITHDRAWALS
    - Should you decide to remove your child from the nursery, you may withdraw their place by giving the nursery 4 weeks' notice in writing of your intention to do so and all fees due to the nursery will be payable up to and including the end of such notice period. The nursery may at its discretion offset any part of any advance payment you have made against the fees that are due and charge you the balance.
    - Whether or not a child continues to attend during the 4 weeks where the 4 weeks' notice applies, payment of all fees for that time period without deduction or set off must be made.
    - Should the nursery decide to remove your child, other than due to a child's special educational, learning or developmental needs, in accordance with its Exclusion Procedures, all fees payable up to and including the date the child leaves the nursery will be payable.
    - A child's place may be withdrawn if the nursery decides (acting reasonably) that it cannot continue to adequately provide for and meet a child's particular special educational, learning or developmental needs. Full details can be found in the admission policy. In such circumstances all fees due up to and including the date the child leaves the nursery will be payable.
    - Should you decide to withdraw your child from nursery, you will not be able to submit a new enrolment form for that child for a period of at least 3 months.

13. SAFEGUARDING AND CHILD PROTECTION
    - Ashbridge have a duty of care to all children and act in accordance to national and local safeguarding and child protection procedures. Where we have reason to believe that a child may be at risk, we have a duty to refer this to the appropriate authority. This is clearly defined within the company safeguarding policies and permission to share information in such circumstances is requested on the enrolment form.

14. PERSONAL PROPERTY, VALUABLES AND BELONGINGS
    - All property and clothing should be clearly marked with the child's name.
    - For safety and security children should not bring valuables or money at any time unless specifically requested.
    - We do our utmost to take care of children's belongings but regret that no responsibility can be accepted for them.

15. CAR PARKING AND SAFETY
    - Parents may use the customer car parks but are requested to drive slowly at no more than 5mph and with caution, especially when parking or setting off. If parking away from the premises, consideration should be shown to ensure the safety, comfort and convenience of neighbours.
    - All vehicles are parked at the owner's risk and the nursery accepts no responsibility for loss or damage to vehicles or contents whilst on our premises.
    - Please note, before children arrive or after they are collected from staff, parents/guardians or designated persons are responsible for their safety and children must be carefully supervised. Gates and doors must be closed after passing through.

16. OUTINGS OFF THE PREMISES
    - Occasionally we may wish to take children off the premises for an educational visit. Due care and attention is given to risk assessment safety. Permission for such outings is requested on the enrolment form. Further details will also be issued at the time.
17. CONTACT DETAILS
    - Full details of parent/guardian addresses, places of work, contact numbers and email addresses must be supplied before a child may attend.
    - Details of any changes in circumstances or person/contact information must be provided immediately in writing.

18. CANCELLATION OF A NURSERY PLACE
    - If at any time following formal acceptance of a place and before the start date it is decided for whatever reason not to take up the place, then 4 weeks' written notice must be given prior to the start date. In the event that less than 4 weeks' notice is given then 4 weeks of fees will be payable no later than 1 week prior to the start date.

19. CANCELLATION OF DIRECT DEBIT MANDATE
    - A mandatory direct debit for the payment of fees is required at all times, including if you pay by Tax Free Childcare or Childcare vouchers.
    - Should the direct debit be cancelled, a fee of £25 will be charged to your account. A new direct debit mandate must also be put in place by the 1st of the next month. Should the direct debit not be in place by the 1st of the next month a further £25 fee will be charged to your account.

20. NURSERY POLICIES AND PROCEDURES
- You agree to adhere to all of the nursery's policies and procedures in place from time to time including but not limited to:
    - Medical Exclusion Procedures
    - Exclusion Policy
    - Diversity and Equal Opportunities
    - Business Disruption and Critical Incident Policy and Plan
    - Admissions Policy and Procedures
    - Behaviour Management Policy and Procedures
    - Attendance Policy and Procedures
- To this extent we advise you to read and understand the policies and procedures which can be found on the nursery's website. Please note the nursery reserves the right to amend its policies and procedures whenever and however it deems appropriate.
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21. FORCE MAJEURE
- If the nursery or any part of the nursery is closed due to circumstances occurring which are beyond the reasonable control of the nursery including but not limited to:
    - acts of God, flood, drought, earthquake or other natural disaster;
    - epidemic or pandemic;
    - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
    - nuclear, chemical or biological contamination or sonic boom;
    - any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; or
    - collapse of buildings, fire, explosion or accident,

  then all fees which the nursery at its sole discretion deems payable for the delivery of education will be payable. Please refer to the nursery's Business Disruption and Critical Incident Policy and Plan for practical guidance should such an event occur.

22. WAIVER
- A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- A failure or delay by the school to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. SEVERANCE
- If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- If any provision or part-provision of these Terms and Conditions is deemed deleted we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

23. ENTIRE AGREEMENT

- These Terms and Conditions constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

24. ENTIRE AGREEMENT

- These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

- You and we irrevocably agree with each other that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation.