

Parent Agreement

Tiny Acorns Nursery Ltd (TA) is a company registered in England and Wales under company Number 6782435. The following terms and conditions constitute your Parent Agreement with Tiny Acorns Nursery Ltd

1. Reserving Your Child's Nursery Place

To request a place for your child at TA, you must complete and sign the registration form via the link on our website at www.tinyacornsnursery.co.uk. You will receive an acknowledgement email confirming receipt of your registration and if a space is available we will contact you in due course via the email you provide. Once the Nursery confirms availability, you will need to pay the £100 registration fee to reserve your child's place which is non-refundable. This fee is per family, subsequent siblings that attend will not be required to pay a registration fee. You will also need to make payment arrangements for the first month's fees.

2. Your Child's Health and Care Requirements

Prior to your child starting, you agree to provide the Nursery in writing all relevant health and care requirements (including any allergies/intolerances or medical conditions) relating to your child. It is your responsibility to notify TA of any change or additions to this information on an on-going basis. You also agree to provide TA with up-to-date contact details for you and any authorised persons.

3. Illness, Medication, Sunscreen and Activities

Children cannot attend Nursery if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free or cleared to return to Nursery by a doctor. You must notify Nursery if your child is absent due to illness. A full copy of TA Infectious and contagious illness policy is available from the Nursery Manager. For COVID safe procedures please see our operational plan that relates. TA reserves the right to refuse your child entry to the Nursery at any time should we believe that your child has an infectious illness or in the event that the Nursery Manager believes that your child's presence will be detrimental to other children within our care. In the event of your child being injured or becoming ill while at Nursery, we may administer first aid, arrange for your child to obtain medical assistance or require an early collection. If we are unable to reach you then we will call an authorised contact, as provided by you when your child begins attending. You will need to complete the required documentation prior to the Nursery administering any medically prescribed medication to your child. In addition, the Nursery may give to your child certain types of non-medically prescribed medication to reduce your child's temperature as provided by you (e.g. Calpol/ Nurofen for children) however in this instance you will need to collect your child within the hour and seek medical advice. Your child's attendance at Nursery whilst on medication will be at our sole discretion. The Nursery will top up sunscreen to your child before going outside, and you will need to have applied sunscreen during the Summer months prior to arrival and provide your own supply of sunscreen for us to use when topping up. The sunscreen provided must not contain any allergens which may cause risk to other children and be labelled with your child's name. It is common practice for staff members to take children on walks or other activities in the local area. You may request in writing that your child does not participate in these activities.

If your child (or you) has any symptoms of the COVID 19 virus you must follow the government guidelines in place at that time. You must advise Tiny Acorns that this is the case and keep us informed of the situation.

4. Opening Hours and Collection

The Nursery is open Monday to Friday each week from 8am to 6pm. We are closed for all public holidays and during the Xmas period (Dec 25th to Jan 1st inclusive) closing at 2pm on Xmas Eve and re-opening the first working day after New Year's Day.

Only you or authorised contacts (18 years+) can collect your child from Nursery. You must notify us in advance and knowledge of a password will be needed. When dropping off or collecting your child you must not park on the nursery site.

5. Nursery Fees

The Nursery fee rates (Fees) are dependent on your child's booking patterns. Fees are listed on the TA Fee Schedule on our website. There is a minimum session requirement of 1.5 days. This can comprise three half days, or one full day and a half day. Fees are payable during periods of absence from the nursery including sickness, holidays or as required under the Nursery's policies and procedures. Fees will also still be chargeable due to Nursery closures on bank holidays or if we close due to exceptional conditions out of our control such as 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, epidemics, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as loss of power, heating, water, highway and public transport delays or failures). Fees are subject to review by TA and we may amend them by providing you with at least one month's advance notice. You agree to pay the Fees monthly in advance on the first of each month and they should be received into the Nursery bank account by the 15th of each month at the latest (Due Date). Fees are also payable should you delay taking up a confirmed place once accepted. Monthly Fees must be paid by standing order, childcare voucher or via tax free childcare. The Nursery also reserves the right to terminate or suspend your child's place with immediate effect if you do not pay the Fees by the Due Date or you have any outstanding Nursery fees. The Nursery shall be entitled to charge interest (8% above the Bank of England base rate) on any late Nursery fees. We may also charge a late payment fee of £20 per occasion. Your child may be excluded from nursery if fees remain outstanding 10 days beyond the Due Date. In addition, the Nursery reserves the right to charge a late pick-up fee of £20 per occasion.

6. Additional Care and Change of Sessions

Subject to availability you may increase or decrease your child's booked sessions. To change the number of booked sessions, you must give us at least one complete calendar month's advance written notice. Any change in sessions will only commence from the 1st of the month, or for funded children from the beginning of the funded term. We are unable to accommodate swapping your child's booked sessions from one day to another. Any extra sessions requested over and above your regular booking pattern will be charged at the rate specified in the fee schedule and must be booked 24 hours in advance. Extra sessions are subject to availability at the time of request.

7. Notice of Termination & Withdrawal of spaces

Each party must provide a minimum of **one calendar month's** written notice to terminate your child's place. E.g. if notice were given on May 20th 2021 your sessions would finish on the last day of June 2021 that they fall on and you would be charged one full month's fees (from the 1st of June to the 30th June).

The management team reserves the right to withdraw your nursery place and immediately terminate this agreement if in the following circumstances:

- You do not pay your fees – covered in Section 5.
- You have breached any of your obligations under this agreement and you have not or cannot put right that breach within a reasonable period of time of us drawing it to your attention.
- You behave in an unacceptable manner. We will not tolerate any physical or verbal abuse towards staff, children or customers within our nursery or any harassment or negative commentary on social media platforms. Should you have a complaint you should follow the correct procedure as outlined in Section 10 below.
- Your child's behaviour becomes unmanageable and is causing harm or distress to others.

- The Nursery reserves the right to terminate any Child's enrolment, or restrict access to parent/guardian or child, at any time without notice, in consideration of the protection of other children and staff, and the well-being and smooth operation of the Nursery. Any disruption caused by a parent or child that is deemed inappropriate or not conducive to a nursery environment, or undermines the reputation of the Nursery, or its staff, will be cause for termination at the discretion of the Nursery Manager.

8. Contracting with Nursery Staff

If you choose to have a TA staff member care for your child during their non-working hours i.e. to babysit, then you must notify the Nursery by sending an email to zoe@tinyacornsnursery.co.uk. This notification is required once at the onset of the arrangement. The nursery cannot be held liable for staff member's actions, loss or damages that occur as part of this arrangement which is made solely between you and the Nursery staff member. Please do not discuss your child or the nursery with Nursery staff outside of nursery, but instead make an appointment with Nursery. Babysitting permissions may be withdrawn during a pandemic such as COVID 19, in line with our extra safety measures.

9. Privacy Notice

Tiny Acorns Nursery processes personal data including but not limited to sensitive data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts, gender; physical conditions; disabilities, special needs, health information, allergies, dietary requirements; child photographs; care records (behaviours, illnesses, medication, food etc); learning and development records (activities, observations, photographs), payment details, funding applications and enrolment information (Personal Data). Tiny Acorns processes the Personal Data of families and children for the following purposes: (1) to ensure a safe, healthy and appropriate environment for the children that attend; (2) to administer first aid, emergency and other medical care when necessary; (3) to comply with laws, government regulations and Nursery policies and procedures; (4) to aid in the administration of services; (5) so that we can process payments for our services (6) to enable staff training and development; (7) to fulfil tax, reporting and other financial obligation; (8) for effective communication, administration, and record-keeping; Tiny Acorns may share Personal Data under the following circumstances: (1) if you receive government funding the Nursery will share Personal Data with the funding provider; (2) with any other setting your child attends or may attend; (3) third party processors that are subject to confidential non-disclosure agreements; (4) as required by Court Order, law or regulation; (5) if the Nursery suspects child abuse and/ or neglect, it will report these concerns to the relevant authorities in accordance with its policies and procedures and regulatory requirements. For full details on our Privacy Policy see our website.

10. General

Whilst we take all precautions necessary and have policies and procedures in place to protect the children in our care, TA cannot accept responsibility for accidental injury, or loss of any items left by you at the Nursery, including without limitation, push chairs, prams, car seats and clothing. Copies of the current Employer's Liability and Public Insurance policies are displayed on the notice board at the nursery.

The Nursery may unilaterally change any provision of this Parent Agreement without notice to you where such change arises from regulatory or legislative requirements. For any other changes to this Parent Agreement, including but not limited to a change of booked sessions, or assignment of this Parent Agreement the Nursery will provide you with one month's advance notice. This Parent Agreement, together with the TA Fee Schedule and Registration Form as amended from time to time represent the entire agreement between you and TA. TA operates an open access to information policy. This means that parents are welcome to view the policies and procedures under which the nursery runs. If any parent or carer should have cause for complaint they should, in the first instance, take the matter up with the Manager. If it is not dealt with satisfactorily then they should contact the Nursery Owner, Colette Holt at office@tinyacornsnursery.co.uk. If TA cannot resolve the matter to their satisfaction they are entitled to raise the matter with OFSTED: <https://www.gov.uk/government/organisations/ofsted>

This Parent Agreement will be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.