

Terms and Conditions

Please read the Terms and Conditions below carefully as you will be deemed to agree with these and our Policies and Procedures.

We reserve the right to update/modify the Terms and Conditions, Policies and Procedures as deemed necessary by us and/or by legal or statutory requirements. All changes will be notified to parents/ guardians. Individual Policies and Procedures are also available upon request.

Arrivals and Collection

1. Entry to the Nursery building is through the main door via the garden from our private car park accessed from Central Road.
2. *Please arrive and collect your child/children on time.* Lateness upsets your child and the Nursery staffing routine. To comply with operational regulations and insurance requirements, our gates **must** be closed by 7.00 pm. Children using the full day must be collected at 6.50 pm to allow for timely departure.
3. Once parents collect their child the responsibility for health and safety is passed over to the parent. No child collected by parents is to be left wandering the property alone. If you know you will be delayed at any time, please contact the Nursery as soon as possible.
4. **Lateness in collecting children** will incur a **£1.00** payment per minute past normal collection time. If longer sessions are required, please ask the Management Team.
5. If a person other than a parent is to collect your child, the following security steps must be followed:
 - 5.1. Written permission with a photo identifying the person (e.g., Au Pair/Nanny/Grandparents/Aunties) who will be collecting your child regularly must be supplied by parents together with the registration form.
 - 5.2. Please attach photos of **all** persons likely to collect your child to the registration form.
 - 5.3. All people other than parents bringing and collecting children at the Nursery must be introduced personally to the early and late shift staff.
 - 5.4. A password, mutually agreed between the Manageress and parents, must be used every time a child is dropped off and collected by a person other than the parents.
6. If a person's identity is doubted for any reason, the child will not be allowed to leave the premises and the parents will be informed of this. This is only done to safeguard your child.

Children's Belongings:

7. Suitable shoes for outdoor wear must be worn as children use the garden daily. Shoes must be kept in a **named** shoe bag on your child's peg during the day and have your child's name written inside. **Named** wellies can be kept at the Nursery in the shoe bag.
8. Please bring a **full, named** change of clothing for your child in a bag, **named** slippers for indoor use. All must be labelled with your child's name to avoid loss and/or confusion with other children's possessions.
9. Please make sure your child changes into slippers on arrival at Cherubs, putting shoes in their shoe bag hanging on their peg. This goes a long way towards ensuring a clean environment for your child.
10. We cannot be held responsible for missing items, which you bring into Cherubs at your own risk, although we will do our best to track them down for you.
11. We ask children **not to** bring in favourite toys. This is to avoid loss, breakage, and subsequent distress to the children. However, we may ask children to bring in items which relate to current topic work – these will be well looked after to the best of our ability!

Absence and Illness

11. The Nursery must be informed in advance when a child is to be absent, whether through illness, holidays, or any other reason.
12. If your child has developed a temperature or rash, has been sick and/or had diarrhoea in the previous 24 – 48 hours, they must be kept away from the Nursery until all symptoms have completely disappeared, to prevent infection of other children and staff. Please see our 'Sickness and Illness' Policy within our booklet for more details.
13. If a child is brought into the Nursery showing any of the above symptoms, parents/carers will be requested to take the child home immediately.
14. If your child becomes unwell while in the care of the Nursery, you, the parents/guardians, will be contacted and you must collect your child immediately.
15. In times of epidemic or widespread health risk, terms and conditions of attendance will be altered to reflect prevailing circumstances and medical information available as advised by the Health and Hygiene Authority and/or other Governmental or Regional Authority.
16. **All medication** must be handed to the relevant Supervisors with details of administration entered the Medication Book and signed by the parent at the beginning and end of each day.
17. Medication other than that prescribed by a doctor will only be given if the relevant Supervisor feels it is necessary for the child's wellbeing at the time it is due to be administered.
18. In the case of your child becoming infected with head lice, you, the parents/guardians, will be contacted and you must collect your child immediately for treatment. Once treated, your child is welcome to return to Nursery.
19. In the unlikely event that your child might suffer an accident that the management feel requires further medical attention, the parents/guardians, will be notified immediately and be advised of any further action necessary.
20. All children's personal injuries such as falls, bumps and grazes will be reported in the Accident/Head Injury/Incident Report Book, which must be signed by the person collecting the child.

Fee Payment Terms

21. All fees need to be paid on the **1st working day** of every month. If payments are **not** received within 10 working days, there will be a late charge of £20.00 added to your invoice. If your payments are not paid in full within the following 5 working days an additional administration fee of £10.00 will be added to your invoice. Totalling the amount to £30.00. If the fees remain outstanding for 15 working days after the 1st of the month, we may refuse your child access into our Nursery. If you have any question about your fees and payments, please email our finance team finance@cherubs.net.
22. If any outstanding Fees are to be pass to a collection agency, you will incur the collection company fees and it will be added to your total outstanding fees to Cherubs Montessori Day Nursey.
23. Payment is made by standing order and/or direct debit on the first working day of each month for the following month's attendance.
24. If you would like to extend your Child/children's session, you will be charge at the following hourly rate. This will be charged at £7.00 per hour.
25. At the director's discretion if your funding session fall short by 1 hour. The one hour may be honoured and chargeable at a £7.00 rate.
26. We regret that fees will not be refunded for Bank Holidays, absences through sickness or holidays taken, nor extra days given in lieu of these instances. Day swaps are not permitted at Cherubs due to staff ratios.

27. Under the owner's discretion every new financial year monthly fees may increase.
28. If fees are paid by anybody other than the child's parents/guardians, we must be notified of this, and fee payment arrangements must be completed **before** the child begins attendance at the Nursery. In this case, parents/guardians must pay one month's full fees per child at the start of attendance to cover any non-payment of fees by the payee. This will be returned upon the child(ren)'s departure when one month's written notice is given, less any fees owing.
29. It is the payee's responsibility to ensure the correct monthly fees are paid in full.
30. A fee of **£10.00** pounds per cheque will be charged for bounced and/or cancelled cheques.
31. **We reserve the right to cancel any child's sessions without notice if fees are not paid in accordance with the above terms and conditions** or if parents'/guardians' behaviour becomes aggressive and/or abusive. In these instances, the whole month's fees will be due and the deposit per child will not be returned.
32. **Non-payment of fees unauthorised by Cherubs will result in legal proceedings being taken out against defaulting clients. And any legal admin charges will be charge to your account.**
33. Please note that alterations to sessions to begin/end at any time other than the first/last day of the month will result in fees being calculated daily for that month.
34. If your child is eligible for any government funding, extra charges may apply under the owner's discretion.
35. **"Force Majeur"**: If events arise which are beyond Cherubs' reasonable control leading to temporary closure, no refund or waiver of fees will be made except at the discretion of the Nursery in exceptional circumstances.

Government Funded Lunch/Tea Options

36. As from April 2022, Cherubs Montessori will be offering the option for Government Funded children to bring their own packed lunches and/or tea dependant on their daily session. The normal meals provided by Cherubs Montessori will continue to be available for all Pre-School children, however these will cost the following:

Full Day Session (7:00am-6:50pm) - £7.00

Breakfast, Lunchtime Meal with Pudding and Teatime Meal with Pudding

AM Session (7:00am-1:00pm) - £4.00

Breakfast, Lunchtime Meal with Pudding

PM Session (1:00pm-6:50pm) - £3.00

Teatime Meal with Pudding

If you would like to know more about the option above for your funded child's lunch/tea, please ask the office for a more detailed letter to which includes what you can pack for your child.

Changes to Attendance

37. A minimum attendance of one long day either or two morning or afternoon sessions per week is required.
38. All changes to attendance must be requested with one month's notice in advance of the beginning of the month in which the changes should take place.
39. Altered sessions should begin from the start of the next calendar month. Any exception to this will result in fees being calculated daily for the month in which changes occur.
40. Only one delay to attendance start or sessions alterations date will be accepted but you must give at least 3 weeks' notice. Full applicable fees will be charged from the second mutually agreed and confirmed start or sessions change date.

Notice

41. **Notice must be given, in writing, one calendar month before the last day of your child's attendance. Your deposit will not be returned if one month's written notice is not given, and fees will be due up to the last day of the month of notice.**

42. If you wish to cancel sessions booked, but not yet attended by your child, one month's written notice is required. The deposit held to secure these sessions for your child will be retained by the Nursery to cover a small part of the costs incurred.
43. We reserve the right to cancel any child's sessions without notice if, in the reasonable opinion of the Manager or a Director of the Nursery:
44. Parents/guardians or any person involved with a child or children's family, or guardians displays aggressive and/or abusive behaviour during communication with any member of staff or other attendant families.
45. A lack of regular attendance is experienced without prior regular and consistent notification by parents/guardians.
46. Where there is dispute and/or complaints which continue to be unresolved in a way which is satisfactory to parents/guardians and the Nursery, and lines of effective, open, and honest communication cannot be maintained with parents/guardians through the Nursery's normal procedures. If a child's sessions are terminated by the Nursery without notice under this clause, no fees or deposit monies shall be refunded.
47. If your child/children do not officially start the nursery then your deposit will be non-refundable, and your first invoice must be paid.

Liability and Insurances

48. The Nursery does not, unless negligent, accept responsibility for accidental injury or loss of property. The Nursery undertakes to maintain those insurances which are prescribed by law, Cherubs gates will be open from 7am Monday -Friday and will be closed at 7pm Monday -Friday to keep in line with our insurance policy, Cherubs will not be liable for any accidents/injuries of any kind after 7pm.

Confidentiality

49. The Nursery will take care to preserve the confidentiality of information concerning the parents/ guardians and their child(ren). The parents/guardians, however, consent on behalf of themselves and their child(ren) to the Nursery (through the Manageress and the Company as the persons responsible) obtaining, holding, using, and communicating on a "need-to-know" basis, confidential information which, in the opinion of the Manageress and Company, is essential to the safety and welfare of the child(ren) and others.
50. The parents/guardians also consent to the Nursery communicating with any other setting which the child(ren) attends or propose their child(ren) attend about any matter concerning the child(ren) or about payment of fees, whether the information is held in machine-readable form.

General

51. Medway Council have confirmed that Cherubs Montessori Day Nursery are not required to offer school term-time only places to parents wishing to access free childcare for their two-year-old child. Queries can be directed to the Family Information Service at familyinfo@medway.gov.uk or 01634 335566.
52. Early Years Pupil Premium (EYPP) will be allocated to children identified and approved by Medway Council. This is extra funding awarded to support specific individual children's outcomes from the term after the child is 3 years old.
53. The Nursery Pre-school Library encourages children to enjoy books and has a Library lending facility. Failure to return library books will incur a charge to the value of a new replacement. Books damaged, other than fair wear and tear will be similarly charged.
52. The parents/guardian's consent to photos/recordings being taken of their child(ren) while attending the Nursery, which may be used for displays, record keeping, advertising, and learning purposes.

If you have any questions regarding any of the above, please feel free to contact the Management team, who will be happy to help you.