



TERMS AND CONDITIONS

Making Miracles Childcare Ltd offers a place to your child who is to join the nursery on the following terms. These terms and conditions relate to the contract between the nursery and the parent/guardian. The headings in this agreement are inserted only for convenience and shall not affect its construction.

1. ADMINISTRATION FEE

A £50.00 admin fee as referred to on the daily charges sheet shall be paid by the parent/guardian to the nursery on submission of the completed registration form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian. (£20 uniform fee applies to funded children – no admin fee or deposit required)

A £100 deposit shall be paid by the parent/guardian to the nursery on acceptance of the offer and that fee shall not be returnable if such acceptance is later withdrawn by the parent/guardian.

This will then be deducted from your first month's fees. Your first month's fees must be paid in full before your child attends their first day.

2. PAYMENT OF NURSERY FEES

- I. Your first month's fees will be required in advance before your child attends their first day.
- II. Payment of fees to the nursery for the child's attendance at the nursery shall be made by the parent/guardian monthly in advance on the first day of each month (the due day).
- III. The nursery reserves the right to charge a fee to cover the direct costs and administration costs incurred by the nursery for processing unpaid cheques, direct debits, declined, refused or disputed card payments.
- IV. The nursery reserves the right to pass any overdue fees to a 3rd party for collection and to charge a recovery fee of 10% of the overdue fee, subject to a minimum recovery fee of £50
- V. If the payment of the fees referred to in ' i ' and ii ' above are not paid in advance as requested, the nursery does reserve the right to serve seven days' notice in writing to terminate the contract if payments are not received. Upon termination of this contract the child shall cease forthwith to be admitted to the nursery and the nursery's notice to terminate shall be regarded as a formal demand for all outstanding monies.
- VI. The nursery reserves the right to increase fees at any time upon giving 4 weeks' written notice of the proposed increase to the parent/guardian. If no representations are received in writing from the parent/guardian to the increased fees then the parent/guardian will be deemed to have accepted the same and the payment shall be due in accordance with clause ' i ' hereof.
- VII. Children turning two will see the fees amended from the under two fee structure, to the over two fee structure in the month following their second birthday.
- VIII. Fees should be paid by BACS to Making Miracles Childcare Ltd, bank details can be found at the bottom of the Invoice
- IX. Making Miracles Childcare reserve the right to charge 10% of the Invoice total if payment is not received by the 1st of the month
- X. Cheques should be made payable to Making Miracles Childcare Ltd
- XI. Only one offer/promotion can be used per child, additional offers/promotions cannot be used in conjunction with another offer/promotion

3. HOLIDAYS

The nursery is closed for all bank holidays; however, fees will still apply on these days. For children not in nursery due to family holidays, parents will still be expected to pay for those days that they are absent.

4. EXTRA SESSIONS/DAYS

Making Miracles Nursery is happy to take bookings for extra hours/sessions as long as these are requested in writing and we have the space available. Extra days will be charged at full rate and we are not able to swap days.



5. CALCULATION OF FEES

Fees will be calculated over the full year and divided by twelve months, if your child is under 3. If your child receives the 15/30 hours government funding fees will be calculated over the term and divided by however many months there are in a term, taking into account any extra days or sessions requested by the parent/guardian. Sick, holiday days and bank holidays must still be paid for as staff are still entitled to work and/or be paid on these days. If the parent/guardian believes Making Miracles have calculated their fees incorrectly, this must be put in writing or discussed with the Manager/Owner until an agreement is made.

6. CANCELLATION/TERMINATION

- i. After acceptance of the offer by the parent/guardian, either party may terminate this agreement by the service of one calendar months' notice in writing. During this period, the nursery undertakes to continue to admit the child and the parent/guardian undertakes to pay all fees due. If fees are not paid, the child's place shall immediately be withdrawn and the nursery shall be entitled to serve a formal demand for payment of such monies.
- ii. In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing the said child, one calendar month's fees in lieu of notice will be required. Failure by the parent/guardian to provide one calendar month's written notice shall render the parent/guardian liable to the nursery for one month's fees.
- iii. Notice must be given in writing and posted/handed to the nursery manager.
- iv. Termination of this agreement may also be affected in accordance with clause 3.
- v. If in the reasonable opinion of the nursery manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or wellbeing of the child or other children in the nursery or staff employed, then the nursery may serve notice to the
- vi. parent/guardian or a request for the child to be immediately removed from the nursery and the provision of one months' notice as referred to in sub clause ii) herein before stated shall not apply.
- vii. We ask that parents agree not to put any information regarding the nursery or any child who attends the nursery onto their Facebook/social networking site.

7. VARIATION

- i. There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the nursery and the parent/guardian.
- ii. The employees at the nursery are not authorised to bind the company in respect of the following matters;
 - a) The variation of any terms in this agreement
 - b) Entering into any agreement oral or written with parent/guardian as to payments, fees or arrears.
 - c) The acceptance of any offers as to payment other than in accordance with clause 3.
 - d) The making of any representations as the rights of the company to take legal or other proceedings.

8. INSURANCE

- i. No responsibility is accepted for any child who arrives before 7.30am or for any money or other articles of value lost on the nursery premises or elsewhere whilst under the nursery's control.

9. OPENING TIMES

Making Miracles is open from 8.00am – 6.00pm Monday to Friday. (Excluding Bank Holidays) We can offer an Early Bird option if you wish to drop your child at the setting from 7.30, see Fee Structure for more information.

If a child is picked up late, this will incur a late fee of £15 for every 30 minutes late, per child (at managers discretion) which will be applied to your next invoice.

10. EDUCATIONAL ACTIVITIES

The nursery may book in or take the children on extra educational visits to enhance their learning experiences. Parents/Carers may be asked to make a donation/contribution to the cost of the Visit/trip.



11. ACCEPTANCE

The parent/guardian has read and understands the Terms and Conditions contained herein and undertakes to be bound by the same.

12. SLEEP

We recognise parents' knowledge of their child with regard to sleep routines and will, where possible, work together to ensure each child's individual sleep routines and well-being continues to be met. However, staff will not force a child to sleep or keep them awake against his or her will. They will also not usually wake children from their sleep. Staff will discuss any changes in sleep routines at the end of the day and share observations and information about children's behavior when they do not receive enough sleep.

13. NAPPIES AND WIPES

Making Miracles will only provide Little Angels Nappies, wipes and nappy cream for all children. If you as a parent would like us to use another brand, for example, huggies or pampers, parents must provide these for your child.

14. SUNCREAM

Due to the sensitivity of certain skin types, Making Miracles does not supply sun cream. We would ask that you supply this with your child's name clearly labelled on the bottle.

15. ALLERGIES

As the number of children with nut allergies is increasing, with the support of parents we aim to keep the facility NUT FREE. Parents are requested not to send food or empty food packaging into the facility. Parents are also requested not to use creams, sun creams, oils etc on their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.

16. CLOSURE

If the nursery that your child attends has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds 3 days in duration (excluding any days when the nursery would otherwise be closed), we will credit you with an amount that represents the number of days the nursery is closed in excess of 3 days.

17. SAFE GUARDING

We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you. Our safeguarding policy alongside all our other policies are available on our website and can be found in each setting.

18. EMPLOYMENT OF STAFF

If, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly): employ or otherwise engage the services of any member of our staff who has had contact with your child under this Agreement in the last 6 months; and/or allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last 6 months; then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a Suitable replacement member of staff.

19. DATA PROTECTION

Making Miracles will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is given to you at the point of registration.



Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018) and our *Confidentiality and Client Access to Records Policy*. We will always seek your consent where we need to share information about your child with any other professional or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

Signed (Parent/Guardian): _____

Full Name: _____ Date: _____

Signed (On behalf of Making Miracles Child Care Ltd):

Full Name: _____ Date: _____