

## 2022-2023 The London Early Years Foundation Terms and Conditions of Admission

These terms and conditions constitute a binding contract, the acceptance of which are requirements of admission and continued attendance at a LEYF nursery. All enquiries should be made to the Nursery Manager who is responsible for admissions. LEYF retains the right to change these terms and conditions of admission at any time and parents will be informed of any changes. Please note - it is a parent's responsibility to be familiar with the contents of these terms and conditions.

**The London Early Years Foundation (LEYF) is a registered charity (No. 299686) and Social Enterprise. LEYF aims to provide a welcoming and inclusive environment for all children.**

1. **DEFINITIONS:** References in these Terms and Conditions to 'parent' include those who have parental responsibility such as a parent, a guardian, carer or any individual authorised by the parent.
2. **SUPPORTING CHILDREN'S NEEDS:** LEYF provides a service that is compliant with OFSTED's requirements for the delivery of children's daycare and education. Under some circumstances it may become clear that a child's needs cannot be met within the nursery. On these occasions the Nursery Manager may recommend alternative childcare or terminate placement.
3. **PARENTAL PARTNERSHIP:** LEYF promotes a principle of parental partnership which is based on mutual respect and an understanding of the different roles and responsibilities of both parents and the nursery. In order to promote the positive development of a child, parents are required to co-operate and work together with practitioners during the child's time at nursery.
4. **STANDARDS:** LEYF aims to provide safe and suitable premises and suitably qualified staff. LEYF is registered with OFSTED and complies with the requirements of the Early Years Childcare Register and the Statutory Framework for the Early Years Foundation Stage. LEYF's certificate of OFSTED registration is displayed at each nursery.
5. **OPENING TIMES:** Opening dates and times may vary between individual nurseries and these can be provided on request. LEYF reserves the right to amend these from time to time and will seek to provide parents with reasonable notice of any changes. Christmas Eve closure will be 4pm.
6. **REGISTRATION FEE AND FIRST MONTH'S FEES:** a non-refundable registration fee of £100 is payable by the parent on acceptance of a place. A registration fee of £100 also applies to a child who transfers from a funded only placement to a private placement. If the child start date is deferred, LEYF reserve the right to make an additional administrative charge of £30.

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Nursery Group  
of the Year 2015

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8. **FEES:** Fees for the nursery place are due before the 1st calendar day of the month and cleared funds must be received into the LEYF nursery bank account before this date or for new bookings in advance of attendance at the nursery. Childcare vouchers or Tax-Free Childcare payments may also be used, and these funds should also be cleared before the 1st calendar day of each month as above.

Fees should be paid by Direct Debit using the LEYF Bill Payer Reference shown on all parent invoices. The fees for any child starting on/after 1<sup>st</sup> September 2022 must pay only by direct debit, with the exception of Tax Free Childcare, Childcare vouchers or Student Finance. If you should choose to pay by any other method you will incur an additional monthly charge of £15 for administration costs. If fees are in arrears on the 5th working day of the month, a child's place may be suspended or terminated. LEYF reserves the right to make a late payment charge of £30.

LEYF reserves the right to amend fees and will provide reasonable notice of any changes to parents. LEYF reserves the right to make a late payment charge and/or interest on monthly fees paid on or after the 1st working day of each month. Interest would be charged at the rate of 3% above the Bank of England Base Rate and calculated on the outstanding fees on the 2nd day of the month.

If your child starts or leaves mid-month nursery fees are calculated for each session attended in the month.

Fees may vary between individual nurseries and details are available on request

LEYF works in partnership with parents, so if you find yourself unable to pay nursery fees, please discuss this with your Nursery Manager immediately as advice and support may be available to assist during a difficult period.

9. **SUSPENSION / TERMINATION OF PLACES:** LEYF retains the right to suspend or terminate a place at any time.
10. **ABSENCE:** Parents must inform individual nurseries of absences as soon as possible. Fees remain payable for periods of absence of the child from nursery due to parental choice, sickness or holiday.
11. **ATTENDANCE / LATENESS:** Children should attend regularly, with prior written notice given to the nursery manager of any holidays, appointments or other absences. It is essential to the smooth running of the nursery that children are dropped off and collected on time; late collection may result in a Late Collection Charge (see current fee sheet for rates). Parents will be expected to provide contact details for themselves and any emergency contact permitted to collect their child. If neither the parent or emergency contacts are able to collect children from nursery at the end of the day, LEYF may contact Social Services

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12. **PLANNED CLOSURE:** In addition to Bank Holidays, there are up to six planned days in the year when the nursery is closed: three days between Christmas and New Year and up to three separate training days. Full nursery fees are payable during this time.
13. **EMERGENCY/PANDEMIC CLOSURE:** Should the nursery need to close due to circumstances beyond the control of LEYF, fees shall remain payable. Please note we will look to minimise this and for any prolonged periods of closure we will look to reduce fees in order to cover the provision of home learning materials. This is to ensure the sustainability of LEYF, which is dependent on parental fees. Examples of emergency closure would include, but are not limited to, severe weather conditions, national emergencies, pandemic closure or an instruction to close from the local authority, emergency services or a Government department. LEYF will offer childcare at an alternative LEYF nursery where possible to reduce disruption.
14. **COLLECTION OF CHILDREN:** Written parental permission is required in advance if a child is to be collected by someone other than a known parent. Anyone under the age of 16 will not be allowed to collect children from the nursery.
15. **LEAVING THE NURSERY:** A minimum of six weeks' notice must be given using the Notice to Leave form (found on the LEYF Website) to the Nursery Manager to end the nursery place. Full fees will be charged for a minimum of six weeks from the date of notice even if the child stops attending. It is the parent's responsibility to ensure that payments to the nursery stop once any outstanding fees have been cleared. Please ensure that Tax-Free Childcare or childcare vouchers payments are cancelled. An administration charge of £30 will be made to return any overpayments after the child has left the nursery (see current fee sheet for rates). Children on a year-round contract may not temporarily stop their nursery place for holidays.
16. **CHANGING HOURS:** If a parent wishes to change the hours or days at the nursery they should complete the Request Nursery Session form (found on the LEYF Website).

LEYF will make every effort to accommodate such requests, but the Nursery Manager has discretion over whether to accommodate this request.

If the booking changes mid-month, then nursery fees will be calculated for each session attended in the month and your deposit may increase/decrease in line with the booking change.

Your child's days cannot be swapped, however additional sessions can be requested by completing a Request an Extra Session form (found on the LEYF Website). Fees for extra sessions must be paid in advance and are non-refundable.

Please note that at least six weeks' notice is needed to reduce a child's time in the nursery.

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17. **ILLNESS:** Children with an infectious illness will not be admitted to the nursery. They must remain at home until the infection is clear (a minimum of 48 hours after the symptoms have cleared) and on return from any absence, the Nursery Manager has the right to request a doctor's certificate confirming that the child is no longer infectious.

No child with a notifiable disease or from a home where there is a notifiable disease will be admitted to the nursery and a letter from a doctor stating the child is fit and well may be required on their return.

The Nursery Manager retains the right to send a child home if that child appears unwell. This is for the safety of all the children at the nursery. In this event, the parent must collect their child immediately or arrange for someone else to collect the child, subject to the collection of children procedures above.

18. **MEDICINES & SUNSCREEN:** Staff will only administer prescribed medicines. These medicines must be supplied by the parents, clearly labelled, prescribed by a doctor and in original containers. Parents must sign a consent form for every medicine to be administered before any medical treatment can be given. Medicines will only be administered in accordance with the LEYF Medicine and Treatment Policy. Children who have been prescribed antibiotics will be excluded from the nursery for a minimum of 48 hours of treatment both to ensure they do not have a reaction to the medication and to reduce the chance of cross-infection. If your child is still showing symptoms after 48 hours of treatment, a further absence will be required per point 16 above. Parents should also inform staff of any allergies a child has, accompanied by a doctor's note, describing the allergy and any treatment that may be required.

LEYF expects the children to go outside in sunny weather but will not allow this unless parents provide appropriate clothing and protection. LEYF will provide 'sensitive skin' sunscreen as standard or parents are welcome to provide their own.

Staff and parents must complete the Administering Medicines form which will identify the correct administrative guidelines.

In the event of head lice, parents are expected to have commenced treatment and to inform the Manager before returning their child to nursery to avoid cross infection.

19. **EMERGENCY TREATMENT:** Permission for any emergency treatment is deemed given by the acceptance of these Terms and Conditions unless otherwise notified in writing including hospital attendance if necessary. In the event of an emergency the Nursery Manager will, as a matter of urgency, try to contact the parent at the contact details provided by the parent. If emergency Calpol is administered by the nursery for a high temperature of 38° or above, the child must be collected as soon as possible from the nursery and may need to remain at home until well as per point 16.

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20. **INSURANCE:** LEYF maintain employer's liability and public liability insurance as required by law. Copies of LEYF's policies are on display at the premises of individual nurseries.
21. **LOSS & DAMAGE:** LEYF cannot take responsibility for loss or damage to property and/or personal items.
22. **SUITABLE CLOTHING:** A child should be dressed in hardwearing clothing which can be washed, withstand the nursery day and is appropriate to the weather. Children should not wear jewellery that may potentially cause harm to themselves or other children. Parents must provide a full change of clean, dry spare clothes. Expensive items (including buggies) are left at the nursery at the discretion of the parent and LEYF will not take responsibility for loss or damage to these items.
23. **RECORDS AND INFORMATION:** Parents must provide correct up-to-date contact information and immediately advise individual nurseries of any changes, particularly telephone numbers. These are especially important in the event of emergencies. Parents must provide a copy of either the child's birth certificate or passport. Staff will sign the attendance register when the parent drops off or collects their child.
24. **CHILD PROTECTION / SAFEGUARDING CHILDREN:** LEYF operates a child protection policy which ensures that the welfare of every child is paramount. LEYF observes its legal obligations and best practice in relation to safeguarding children.
25. **TRIPS & OUTINGS:** All trips and outings are subject to LEYF's Transport, Visits and Outings Policy. Children will be taken on walks and visits in the local area i.e. within a 2-mile radius of the nursery and permission will be deemed given through the acceptance of these Terms and Conditions. All other outings outside of the local area will require permission slips signed by a parent.
26. **PHOTOGRAPHS, VIDEO & AUDIO:** Photographs, video and audio recordings are frequently taken by the nursery for internal use as a record of children's activities and events. Such content may be used on LEYF's secure teachers' portal to support the children's educational development, on internal nursery displays and on internal communications. Express permission will be sought for any external use of images, video and audio recordings. These may be in print and digitally and used for staff training, to share good practice among LEYF employees and for general promotion of LEYF. The nursery retains all rights, title and interest in any such content and will only use them for the purposes described above, where permission has been given. In accordance with LEYF Safeguarding and GDPR, parents are not permitted to upload or share any photo or video that includes any child other than their own child/ren onto any social media platform or for any other purpose without the direct consent of those children's parents. This includes photos/videos taken at any LEYF events where photography has been permitted. LEYF provide a secure parents' portal and you may share photos/videos of your own children with their teachers to support your child's education. Do not share with LEYF any photos/videos containing anyone other than your own child/ren.

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27. **GENERAL DATA PROTECTION REGULATION 2018:** LEYF will collect personal data in the course of providing childcare services. Any personal data will only be used by LEYF for the purposes of carrying out its obligations under these Terms and Conditions and UK law. LEYF is registered with the Information Commissioner as a Data Controller. Storage and processing of data will be carried out in accordance with the General Data Protection Regulation 2018 and in line with our current Customer Privacy Notice.
28. **FUNDED PROVISION:** This varies by nursery and details are available from the nursery manager at each nursery. To access funded provision a completed parental declaration form must be provided to the nursery at the start of each term. Where a completed form has not been returned to the nursery within two weeks of receiving the form, full private fees will become payable or your nursery place will be suspended.
- Agreed hours cannot be changed during the term for funded provision. If hours are changed mid-term the grant hours may be exceeded, and additional fees may be incurred by parents. We will communicate to you the LEYF term dates for funded only children.
- Where a child leaves the nursery within the first month of the term they may not meet the eligibility criteria for the funded provision and full nursery fees may be charged.
29. **COMPLAINTS:** Should parents have any concerns or complaints about any matter, they should talk or write to the Nursery Manager in the first instance. If the complaint relates to the Nursery Manager, the complaint should be sent to LEYF's Area Manager. Any complaints will be dealt with in accordance with the LEYF Complaints Policy which is available on request.
30. **BEHAVIOURS IN THE NURSERY:** All parents are expected to treat LEYF staff with respect at all times. LEYF has a zero-tolerance policy regarding staff being subject to abusive language, behaviour or malicious allegations. LEYF reserves the right to ask a parent to remove their child from our nurseries in the event of aggressive behaviour.

These terms and conditions may be altered from time to time by LEYF and we will notify you of any alterations.

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