

# Dicky Birds Nurseries Terms & Conditions



## Registered Office

Dicky Birds Pre School Nurseries Ltd is registered in England number 3546995  
Registered Office: Anchor House, Burgoine Quay, Lower Teddington Road, Kingston-Upon-Thames, Surrey, KT1 4EU

**Equal opportunities:** Dicky Bird's Nurseries operate an equal opportunities policy.

## Admissions & Waiting Lists

**Registration:** A child's name will be placed on the waiting list for the chosen nursery/ies on receipt of a completed registration form and non-refundable registration (administration) fee via our website [www.dickybirds.co.uk](http://www.dickybirds.co.uk). Admission and entry will be subject to the availability of a place.

## Schedules of attendance

Children can attend our nurseries for 1, 2, 3, 4 or 5 days per week with the following conditions:-

**Attending the Full Day Care nursery for 1 day per week:** A parent/guardian who wishes for their child to attend the nursery 1 day per week will be obliged to take a Monday or a Friday.

Should a parent/guardian wish to reduce their child's days at the nursery to 1 day per week, it is likely they will be required to reduce to either a Monday or a Friday. If these days are not available then we would do our best to honour the family's preferences.

## For children joining a Dicky Birds nursery from June 2017 onwards\*

**Attending the Full Day Care nursery for 2 or 3 days per week:** A parent/guardian who wishes for their child to attend the nursery or to reduce their days to either 2 or 3 days per week, will be obliged to take either a Monday or a Friday as part of their child's schedule. If these days are not available then we would do our best to honour the family's preferences for the day(s) available.

\*For families with children that joined a Dicky Birds nursery prior to 1st June 2017, we will do our best to honour their 2 or 3 day per week preferences, subject to availability.

**Waiting list policy and procedure:** A child is placed on the waiting list in the order of the date on which a registration form and registration fee is received by HO. HO will contact the parent/guardian to confirm the availability of a place usually 8 weeks in advance of a requested start date for a Full Day Care place and 1 full term in advance of a requested start date for a Term Time/Breakfast After School Club place. In some circumstances HO may be able to contact the parent/guardian earlier than the periods stated above and reserve the right to require a decision from the parent/guardian based on this early notification. The parent/guardian is responsible for ensuring that HO have up to date email/telephone and address details to ensure that contact can be made.

**Priority for places and waiting list fluidity:** Priority for nursery places is given to certain categories of child. Therefore a child's position on the waiting list is subject to change.

**Availability of places:** Places are subject to availability and Dicky Birds cannot guarantee nursery places.

**Offer of a place:** HO will attempt to contact the parent/guardian by email/telephone over a period of 3 working days. If we are unable to contact the parent/guardian during the 3 working days we will assume that a place is no longer required for their child and will change their status to 'inactive'. Once a parent/guardian has been offered a place for their child they will be given a deadline date to confirm the place. Failure to confirm the place by the deadline date will result in the place being offered to the next child on the waiting list.

**Refusal of a place:** The Parent/Guardian has the right to refuse any places offered for their child by up to 5 times. After the 5th refusal the child will have their status changed to 'inactive' on the waiting list.

**Securing a place with a set start date:** For a Full Day Care place; a Child Entry Form (The Agreement) signed and returned to the nursery by the parent/guardian, a deposit (details of the current deposit are set out in the Fees

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List) and 1 full month and applicable part-month fees in advance will be payable upon acceptance of the offer of a place. For Term Time/Breakfast & After School Club place; a completed and signed Child Entry Form (The Agreement), deposit (details of the current deposit are set out in the Fees List) and 1 full term's fees in advance will be payable upon acceptance of the offer of a place. When the child leaves the nursery the deposit will be repaid without interest to the parent/guardian by means of Bacs online payment and any outstanding fees will be deducted from this sum.

**Reserving and securing a place without a set start date:** A Child Entry Form (The Agreement) signed and returned to the nursery by the parent/guardian and a deposit (details of the current deposit are set out in the Fees List) will be payable on acceptance of the offer of the place, to reserve the place. Once a start date has been confirmed by HO, 1 full month and applicable part-month fees in advance will be payable to secure the place. The start dates issued by HO cannot be brought forward or put back and are deemed accepted in advance once the Agreement has been signed and returned to the nursery. When the child leaves the nursery the deposit will be repaid without interest to the parent/guardian by means of Bacs online payment and any outstanding fees will be deducted from this sum.

**Cancelling or deferring a child's place prior to a child's start date:** A child's place is deemed accepted upon Dicky Birds receipt of the Agreement form signed by the parent/guardian. The deposit is non-refundable if a child's place is cancelled. The one full month's and applicable part month fees/full terms fees in advance are refundable if eight weeks' notice is given for a full day care place and one full term's notice for a Term Time/Breakfast & After School Club Place to cancel the place has been given.

If a parent/guardian decides to defer their child's start date they will need to re-join the waiting list and a later start date cannot be guaranteed. The deposit of £250.00 is non-refundable should a parent/guardian decide to defer their child's start date and re-join the waiting list. Cases of serious illness or genuine hardship may receive special consideration upon written request.

**Changing or increasing days/sessions:** Requests to change or increase days/sessions must be made in writing by email/post to [admissions@dickybirds.co.uk](mailto:admissions@dickybirds.co.uk) Dicky Birds Head Office, Anchor House, Burgoine Quay, 8 Lower Teddington Road, Kingston-Upon-Thames, Surrey, KT1 4EU. In the event that the swap cannot be made imminently the child will be added to our Internal Waiting List. Children will be added to the Internal Waiting as of the date that the request is made. Please see our Admissions Policy for further details.

The changing/increasing of days/sessions is subject to availability and may be dependent on availability per room/group. HO will not be able to confirm or guarantee when a swap or increase of days will become available.

Once a change/increase in days/sessions has been confirmed by our Head Office an Agreement email will be sent to the parent to confirm the change. The parent must reply within 3 working days to secure the change. Once the Agreement email reply has been received by the Head Office, the swap or increase in days /sessions is confirmed and we will require 8 weeks' notice to cancel the change for a full day care place and one full term's notice for a term time place.

For further information see our Admissions Policy.

## Fees

**Payment of Fees:** For a Full Day Care Place: Payment is due for settlement before the 1st day of each month unless otherwise agreed in writing. For a Term Time / Breakfast & After School Club place: Payment is due by the 1st day of term unless otherwise agreed in writing. A child may be excluded from the nursery at any time when fees are unpaid and will be deemed withdrawn 28 days after exclusion, after which 2 months' fees for a Full Day Care place or 1 full term's fees for a Term Time / Breakfast & After School Club place in lieu of notice will be due. Please note fees (including extra days / sessions / Holiday Club and additions\*) will not be refunded or waived for absence from the nursery due to sickness, family holiday or any other reason that a child does not attend the nursery on their allocated days. Our Full Day Care fees are based on 51 weeks of the year spread equally over 12 calendar months. Our Breakfast & After School Club fees are based on the length of the school year (usually 38 weeks) and spread over 3 terms. We review our fees each September.

\* Additions = Early Birds, Late Birds



**Responsibility of payment:** Fees are the responsibility of both parents/guardians of the child irrespective of which parent/guardian has signed The Agreement.

Please note that if fees charged for your child have had funding entitlement taken into account, but the nursery is unable to claim that funding, that under our Terms and Conditions, you will be liable for the full shortfall in fees per month.

**Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum due to the nursery does not release the parents/guardians from any liability under these terms and conditions unless an express release has been given in writing by the owner of Dicky Birds Pre School Nurseries Ltd.

## **Methods of payment**

Regular monthly payment should be made by standing order, childcare voucher or a combination of both. Initial payment, payment of termly fees or payment of ad hocs can be made by bank transfer or debit/credit card.

**Late Payment:** The right is reserved to charge interest for late payment at a rate of 5%. Interest will be accrued on a daily basis for each day of late payment.

**Instalment arrangements:** Any agreement by the nursery to accept payment of fees by standing order or any other arrangement for payment of fees by instalments is concessionary and will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest for late payment will accrue on a daily basis.

**Late collection charge:** A charge for late collection of a child applies - See Late Collection Procedure section.  
Christmas and bank holiday closure: The nursery is closed for 5 working days over the Christmas period. Our fees reflect a 51 week year and exclude the 5 days we are closed for the Christmas period. We are closed for all bank holidays.

Bank holidays, sick days and holiday periods are non-refundable.

## **Extra ad hoc days/sessions/Early & Late finishes/Holiday Club**

**Extra days/sessions:** Extra Days/Sessions must be booked directly with the nursery and an Extra Days/Sessions Form completed by the parent/guardian. Once the Extra Days / Sessions form is signed the parent/guardian is liable for the payment. Payment of fees for extra days / sessions must be made within 24 hours of booking. If payment is not received within 24 hours the place will not be held. 5 working days notification must be given to cancel an extra day/session.

**Additions - Early starts (Early Birds), late finishes (Late Birds)** The Full Day Care nursery is open between 8.00am and 6.00pm Early and Late Bird sessions may be arranged directly with the nursery and are available on request at an extra charge. Payment for one off additions must be made in advance. Payment for regular and any outstanding additions will be invoiced monthly. 2 working days notification must be given to cancel an Early Bird, Late Bird or Lunch Birds. Please note: Persistent late collection without prior arrangement may result in a charge fee being charged.

**Holiday Club:** Holiday Club must be booked and paid for in advance directly with our Admissions Team via telephone. Once booking and payment had been made and email of confirmation will be sent to the parent/guardian. Holiday Club bookings are non-refundable. Where possible Holiday Club sessions may be changed subject to availability and at the discretion of the nursery management.

**Swapping and booking ad hoc days/sessions/Holiday Club:** We are unable to swap a child's days/sessions from the pre-agreed days set out in The Agreement or subsequent written agreements made with our HO. Ad hoc days/sessions/Holiday Club may be booked directly with the nursery at the normal day / session rate subject to availability. Where possible Holiday Club sessions may be changed subject to availability and at the discretion of the nursery management.



## **Extracurricular Activities (ECA)**

A child must be the correct age and be developmentally able to take part in the activity. A child must attend the nursery on the day that the activity takes place. Exceptions may be made subject to availability and by arrangement with the Admissions Manager.

Each activity has a limit of children that can attend dependant on the nature of the activity, staffing and the space in which the activity takes place.

We do not run a waiting list for extracurricular activities. Places are allocated 8 to 12 weeks in advance and offered in the following order of priority from the nursery's register of children attending the nursery:-

- 1) Children who attend the nursery on a full day care basis for 5 days per week
- 2) Children who attend the nursery on a full day care basis for 4 days per week
- 3) Chronologically (oldest to youngest)

Parents will be given 5 working days to accept a place. Places must be accepted in writing in response to the email invite.

### *Children with medical conditions and/or care plans*

If a child has a medical condition or care plan in place, the nursery will assess if the activity is appropriate for the child to take part in and if any adjustments need to be/can be made to accommodate them.

The child will continue to be reassessed as the lessons progress to ensure that the activity is and continues to be suitable. We reserve the right to cancel a child's place on an activity if our assessment deems the activity to have become unsafe or unsuitable for a child because of their medical condition or care plan. The parents of the child will be consulted and updated about any decisions made.

At the point of offering an activity to a parent for their child, a member of our Admissions Team will ask the parent whether their child has a medical condition and/or care plan at the nursery.

If a child does have a medical condition and/or care plan, their suitability to take part in the activity will be assessed by our management team before confirming whether the activity is suitable and safe for the child. The management team will assess whether any adjustments need to be made to the activity to accommodate the child's needs or if alternative activities should be considered instead. The management team's decision will then be discussed with the parent before the activity place is finally confirmed.

It is important that parents fully disclose all information about their child's medical conditions so that we can carefully consider suitability and minimise risks.

If an activity is deemed to not be appropriate for a child we will discuss possible alternative activities that the child can take part in.

Fees for ECAs include the cost of hiring a teacher, staffing and where applicable venue and travel costs.

Swimming (Term time ECAs): Fees are payable monthly in advance for ten months of the year (not including July and August). Our Swimming fees are based on 37 weeks of the year (excluding any bank holidays) spread equally over 10 calendar months. We review our fees each September.

Payment of extracurricular activities is the responsibility of the child's parent/guardian.

The right is reserved to charge interest for late payment at a rate of 5%. Interest will be accrued on a daily basis for each day of late payment.

ECA fees are reviewed each September.



## **Notice to cancel an ECA**

Swimming: Once a place has been accepted a minimum of 1 full term's notice is required to cancel a child's place. Notice must be made in writing to our Head office by email/post to [activities@dickybirds.co.uk](mailto:activities@dickybirds.co.uk) / Dicky Birds Head Office, Dicky Birds Pre School Nurseries Ltd, Anchor House, Burgoine Quay, 8 Lower Teddington Road, Kingston-Upon-Thames, Surrey, KT1 4EU. In lieu of notice fees charged will be 1 full term's fees for Swimming, or at the rate that would have applied had the child attended the swimming lessons.

Once written notice has been received the notice date for the ECA is final and cannot be brought forward or put back. Receipt of notice will be sent to the parent/guardian within 5 working days. If a receipt is not received within this time period the parent/guardian must contact Dicky Birds Head office immediately as the notice may not have been received. The notice is not deemed accepted until a parent/guardian has been sent a receipt. Dicky Birds nursery reserves the right to deduct outstanding fees from nursery funding and deposits.

*Events where a single ECA session may be cancelled:* In the event of severe weather the ECA may be cancelled. A refund will not be made in the instance of severe weather cancellation.

If an ECA teacher is unwell or unable to conduct the session and a cover teacher has not been available. In this instance the child's account will be credited for the cost of the session. In the event that the child is leaving the nursery a refund of the session fee will be made.

Unforeseen circumstances that prevent the session taking place. Depending on the circumstances a credit to the child's account or a refund may be made.

Parents/guardians will be informed as soon as possible if an ECA session is cancelled. This may be before or after the cancellation has taken place.

*Refunds for ECA sessions:* Fees for ECA sessions will not be refunded or waived for absence from the nursery due to sickness, family holiday or any other reason that a child does not attend the nursery on their allocated days.

## **Events requiring notice**

**Reducing days/sessions:** A minimum of 8 weeks written notice for a Full Day Care child and 1 full term's written notice for a Term Time/Breakfast & After School Club place is required to reduce days/sessions. Notice must be made in writing to our Head Office by email/post to [admissions@dickybirds.co.uk](mailto:admissions@dickybirds.co.uk) / Dicky Birds Head Office, Anchor House, Burgoine Quay, 8 Lower Teddington Road, Kingston-Upon-Thames, Surrey, KT1 4EU In lieu of notice fees charged will be 2 full months' fees for a full day care place, 1 full term's fees for a Term Time/Breakfast & After School Club place, or at the rate that would have applied had the child attended the nursery. Once written notice has been received the notice date is final and cannot be brought forward or put back. Receipt of notice will be sent to the parent/guardian within 5 working days. If a receipt is not received within this time period the parent/guardian must contact Dicky Birds Head Office immediately as the notice may not have been received. The notice is not deemed accepted until a parent/guardian has been sent a receipt.

**Notice to leave the nursery:** The notice period required for a child to leave the nursery is a minimum of 8 weeks written notice for a Full Day Care child and 1 full term's\* written notice for a Term Time / Breakfast & After School Club place. Notice must be made in writing to our Head Office by email/post to [admissions@dickybirds.co.uk](mailto:admissions@dickybirds.co.uk) / Dicky Birds Head Office, Anchor House, Burgoine Quay, 8 Lower Teddington Road, Kingston-Upon-Thames, Surrey, KT1 4EU. In lieu of notice fees charged will be 2 full months' fees for a full day care place, 1 full term's fees for a Term Time/Breakfast & After School Club place, or at the rate that would have applied had the child attended the nursery. Once written notice has been received the notice date is final and cannot be brought forward or put back. Receipt of notice will be sent to the parent/guardian within 5 working days. If a receipt is not received within this time period the parent/guardian must contact Dicky Birds Head Office immediately as the notice may not have been received. The notice is not deemed accepted until a parent/guardian has been sent a receipt. Once all fees are settled the deposit will be refunded. Dicky Birds nursery reserves the right to deduct outstanding fees from nursery funding and deposits.

\*1 full term's notice means that notice must be given either before or on the first day of the term that the child is



leaving. Notice given after the first day of the term cannot be accepted as a full term's notice and will result in liability for the following term's fees.

**Late Collection Charge Procedure:** Children must be collected by the nursery closure time (Full Day Care 6.00pm/Term Time 4.00pm) unless a Late Bird has been pre-booked and agreed by the nursery. The following charge and procedure applies to parents/carers whose children are collected after the nursery closure time:-

**First instance of lateness:** The Nursery Manager will issue the parent/carer with a caution letter for lateness which the parent/carer will be obligated to sign.

**Second and additional instances of lateness (within 3 months of the last instance):** The parent carer will be charged a late fee of £25.00 for each instance of lateness.

**It will be at the Nursery Managers discretion to waive the caution/charge in the following instances:-**

- If a child is collected late because of an emergency and the parent has notified the nursery in advance
- If a serious transport issue has been identified and therefore many children are collected late and late collection is deemed unavoidable
- Any other factors that the Nursery Manager deems relevant to waive the caution/charge

## Insurance & Property

**Liability and Insurances:** 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 the law. All other insurances are the responsibility of parent/guardian to include the child's personal property whilst at nursery or in transit to or from the nursery or on any nursery sponsored activity off- site. The nursery is not the agent of the parents/carers for any purpose related to insurance.

**Children's Personal Property:** The parent/guardian is responsible for ensuring that all such property is clearly marked with the child's name.

**Concerns and Complaints:** If you have any cause for serious concern as to a matter of safety, care or quality of education, you must inform the nursery manager within 24 hours. For further information see our [Complaints Policy and Procedure](#).

## Our Employees

**Non solicitation of Dicky Birds Pre School Nurseries Ltd employees:** The parent/guardian hereby agrees that during the term of their contractual Agreement with Dicky Birds Pre School Nurseries Ltd (hereafter called 'the Company') and for a period of 6 months after the termination of this Agreement, (however so terminated), not to employ or otherwise engage the services of any member of our staff who has had contact with their child under this Agreement and/or allow or permit the provision of any childcare services to their children by any member of our staff who has had contact with the child.

The Parent/Guardian hereby agrees that should they employ or otherwise engage the services of any member of our staff during their contractual Agreement and for a period of 6 months after the termination of this Agreement, to pay the Company a figure representing 20% of the relevant member of staff's gross annual salary at the time they left the Company's employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff. Please see our on [Non Solicitation of Employees Policy](#) for full details.

**Babysitting policy:** Dicky Birds Nurseries Ltd (hereafter called 'the Company') do not provide a babysitting service outside of our normal operating hours. The Company is not responsible for any private babysitting arrangements or agreements that are made between a parent/guardian and a member of staff and will not take responsibility for any health and safety issues, conduct, grievances or any other claims arising out of the arrangements.

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The staff member will not be covered by the Company's insurance whilst babysitting as a private arrangement. Parents/guardians should make their own checks as to the suitability of a member of staff for babysitting.

All private babysitting arrangements should be made outside of nursery hours. For any private babysitting arrangements or agreements made between a parent/guardian and a member of the Company's staff, the parent/guardian and staff member must declare their association by signing a Babysitting Declaration form.

If a staff member is to take the child they will be babysitting for from the nursery, the parent/guardian must complete an Authorised Collectors form giving consent for the staff member to take the child from the nursery site.

Please see our [Babysitting Policy](#) for full details.

## Misconduct

**Abusive behaviour:** Abusive behaviour towards staff, neighbours and other parties connected to the nursery: We reserve the right to serve notice to any parent/guardian who is abusive towards staff, neighbours and other parties connected to the nursery.

**Inconsiderate/dangerous parking:** We reserve the right to serve notice to any parent/guardian that persistently parks inconsiderately or dangerously when dropping off or picking up their child from the nursery.

**General Data Protection Legislation:** In compliance with current UK data protection legislation, any data provided/collected by Dicky Birds nurseries regarding a child/adult/family will be kept in accordance with our [Privacy Policy](#).

**Confidentiality:** The nursery will take every precaution to preserve the confidentiality of information relating to each child and his/her parents/guardians. However, upon acceptance of a place in the nursery, the parents/guardians willingly consent on behalf of themselves and the child, to the nursery obtaining, holding, using and communicating on a "need to know" basis, confidential information which, in the opinion of the Nursery Manager is material to the safety and welfare of the child and others. The nursery is duty bound to report suspicions of abuse or neglect to the relevant authorities in accordance the Local Safe Guarding designated officer.

## Terms & Conditions and Policy review

We reserve the right to alter our terms and conditions and policies at any time. Written notification of all revised Terms & Conditions will be given. Our Terms & Conditions are deemed accepted by the parent/guardian upon completion of the registration form to join our waiting list and once a child has been admitted to the nursery, upon a signed Agreement form having been received by our Head Office.

<b>Reviewed</b>	<i>May 2018</i>
<b>Updated by</b>	<i>Natali O'Farrell, Administration Manager</i>
<b>Date to be Reviewed</b>	<i>May 2019</i>