



little Green RasCals

childrens Organic Day Nurseries

Terms & Conditions

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1. These terms

1.1 What these terms cover.

These are the terms and conditions on which we provide a place to be made available for your child at our nursery ("Nursery Services").

1.2 Why you should read them.

Please read these terms carefully before you sign the Registration Form. These terms tell you who we are, how we will provide the Nursery Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, or you have any queries please contact us to discuss. Together the Registration Form and these terms will form the Contract between us.

1.3 We may amend these terms

We may make reasonable changes to these terms at any time. We will give you 4 weeks' notice of any changes we propose to make. If you are not happy with the proposed changes, you may give notice to end your Contract in accordance with [clause 8.1](#).

2. Information about us and how to contact us:

Who we are.

2.1 We are Little Green Rascals Organic Day Nurseries Limited a company registered in England and Wales. Our company registration number is 06613396 and our registered office is at Elvington Lane, Dunnington, York YO19 5LT.

How to contact us

2.2 You can contact us for all matters by telephoning on 01904 607959 or by writing to us at contact@littlegreenrascals.co.uk or 312 Tadcaster Road, York, York, YO24 1HF or by Contacting an Office Manager or an employee who deals with bookings ("Designated Person").

How we may contact you

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us on the Registration Form or through our nursery software used for your account which is currently Famly ("Software"), by direct message or by posts on our News Feed.

"Writing" includes emails

2.4 When we use the words "writing" or "written" in these terms, this includes emails, direct messages on the Software and News Posts on the Software.

3. Enrolment

3.1 Enrolment Process.

You must show us a child's birth certificate when registering with us, or upon the first settling-in visit should a baby be registered during pregnancy. A non-refundable registration fee (as referred to on the Fee & Session Information Sheet) shall be payable by you on receiving written confirmation from us of a nursery place for your child. The registration fee will reserve a place for your child and will cover administration costs, up to 3 Settling-in Sessions and a nursery bag. The registration fee must be paid by you within 7 days to secure your place. You can extend an agreed start date by a maximum of 4 weeks before Sessions become chargeable. Extra settling in visits can be arranged at the discretion of the Nursery Manager. If you cancel your place within 4 weeks of your start date, you will be charged 50% of any unattended Sessions within the 4 weeks' notice period which will become due to us immediately. This represents the costs to us of processing the issue.

3.2 Once we notify you in writing with an official confirmation letter that we are able to accept your child, this is the point at which a Contract will come into existence between you and us.

3. Enrolment (cont.)

3.3 If we are unable to offer your child a place.

We will refund the registration fee to you in full as soon as reasonably possible.

4. Nursery Sessions

4.1 We are open all year round except for statutory public holidays days when the banks are closed in England and Wales, Staff Development Days, from 1pm on Christmas Eve (unless a full day closure is specified on the annual parent calendar) and one week between Christmas and New Year when the nursery is closed fully.

4.2 We may offer nursery places on a full or part-time basis to you and this is always dependent upon availability. There is a minimum attendance requirement of 2 Sessions per week. A Session is a five hour Session. We offer a priority list as part of our admissions policy. Sessions are non-exchangeable in the event your child is absent due to illness or due to a closure day. We will offer days in lieu for, subject to availability at the attended nursery, when the nursery is closed for either statutory public holidays or for closures due to circumstances beyond our control. Days in lieu cannot be taken any earlier than 4 weeks before the statutory holiday.

5. Your rights to make changes

5.1 If you wish to make a change to your Sessions for example decreasing the number of Sessions, 4 weeks' notice must be given in writing to the Designated Person. If it is possible to change your Sessions, we will confirm the change to you in writing.

5.2 Ad-hoc Sessions can be booked either verbally or in writing and are always confirmed by the Designated Person in writing and are only possible when availability allows and these require a cancellation period of 3 days when the nursery is open. Ad hoc Sessions are unfortunately non-refundable if you cancel after the 3 day cancellation period.

6. Our rights to make changes

6.1 We may make changes to the Nursery Services we provide to reflect changes in relevant laws and regulatory requirements, Ofsted requirements or government best practice guidance or if there are any changes to the Early Years recommendations and requirements. For any other changes, including but not limited to a change in booked Sessions, Sessions times, or increase in fees we will provide you with four week's advance notice. If you do not agree with any changes we have made, you may provide notice to end the Contract in line with [clause 8.1](#).

7. Providing the Nursery Services

7.1 Reasons we may suspend the Nursery Services.

We may have to suspend the Nursery Services due to an event outside our reasonable control, such as inclement weather (such as snow or flooding), fire, infectious diseases, epidemics, unforeseeable repairs or any failure of public or utility services.

7.2 Your rights if we suspend the Nursery Services.

We will make every effort to contact you in advance to tell you we will be closing the nursery, unless the problem is urgent or an emergency. However it may not always be possible. We may use the Software to contact you regarding important communications. You may contact us to end the Contract if we close the nursery, or tell you we are going to close the nursery, in each case for a period of more than a 3 month period or permanently and we will refund any sums you have paid in advance for Sessions not provided to you.

7. Providing the Nursery Services (cont.)

7.3 We may also suspend the Nursery Services if you do not pay.

If you do not pay us for the Sessions when you are supposed to (see [clause 11.6](#)) and you still do not make payment within 28 days of us reminding you that payment is due, or you are persistently late in paying us we may suspend your place and/or Sessions once we have given you notice of our intention until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your place and/or Sessions. We will not suspend your place and/or Sessions where you dispute any unpaid invoice (see [clause 11.8](#)). We will not charge you for the Sessions during the period for which they are suspended. As well as suspending your place and/or Sessions we can also charge you a late payment charge on your overdue payments (see [clause 11.7](#)). We cannot guarantee your child's place and/or Sessions after they have been suspended.

8. Your rights to end the Contract

8.1 You can always end the Contract.

We require 4 weeks' written notice to the Designated Person of your intention to withdraw your child from nursery. Parents of school leavers are required to give the month they intend on withdrawing their child by 1st April to allow for the correct summer funding claim to be processed by us and this is submitted with their final funding claim.

8.2 Immediate withdrawal.

If you withdraw your child from the nursery without giving 4 weeks' written notice, for any reason, we will not refund you for any Sessions already paid for but not used and you will have to pay for such Sessions immediately.

9. Our rights to end the Contract

9.1 We may end the Contract if you break it.

We may end the Contract at any time Immediately by writing to you if:

9.1.1 You do not make any payment to us when it is due and you still do not make payment within 28 days of us reminding you that payment is due;

9.1.2 There is a breach of any nursery policy that has not been resolved within 7 days of us notifying you of the breach;

9.1.3 Unacceptable behaviour of either parents, guardians or a child that cannot be resolved ([clause 13](#));

9.1.4 Or there is a perceived or actual Safeguarding risk.

10. If there is a problem with the Nursery Services

10.1 How to tell us about problems.

If you have any questions or complaints about the Nursery Services, please contact us. You can contact us by telephoning your nursery on at 01904 607959 or by writing to us at 312 Tadcaster Road, York, YO24 1GS. Alternatively, please speak to the Nursery Manager, and if in the case of a complaint and the matter remains unresolved, please escalate this to the Area Manager and, then a Director, and finally Ofsted.



11. Price and payment

11.1 Where to find the price for the Nursery Services.

Details of our charges are set out in our current Fee & Information Sheet. A child's absence due to sickness and/or holiday is still chargeable. We may increase the Fees at any time during the term of the Contract. We will, where possible, give you 6 weeks' written advance notice of any proposed increase.

11.1 We may increase the Fees because our costs of providing the Nursery Services to you have increased in some way or because the government or local authority funding has changed. Fee increases may vary depending upon the Sessions used and this will be communicated to you. If you are not happy with any increase you may end the Contract in accordance with **clause 8.1**.

11.3 Use of the Nursery Services.

Fees are not refundable even if you do not use all the Nursery Services so if for example you collect your child early, your child does not eat all their meals or you bring your own nappies.

11.4 Invoices.

We will issue invoices before the 1st of the month. All invoices are available to view on the Software account. It is your responsibility to check your account, balance and invoices on the Software and inform the Accounts Team if you have not received your invoice, notice any unexplained or missing payments on your account or if you have any other account related queries.

11.5 Direct Debit.

All fees are payable by you in full on the 1st working day of the month by Direct Debit. This will include any extra Sessions, products and chargeable lessons. If, for any reason, a direct debit is not received, you must make payment via bank transfer or cash immediately. We accept Tax-Free Childcare and childcare vouchers. If you choose to make full or part payment with Tax-Free Childcare or childcare vouchers, you must send payment by the 20th of the month prior to the invoice due date. The balance of your fees will be taken by direct debit. If we fail to receive an expected voucher or balance payment before the next direct debit request, we will add the amount outstanding to your next month's direct debit. If you make a payment after we calculate the direct debits, it will be used for the following month's fees. We will tell you on your invoice the cut-off date for receiving payments. You must inform the Accounts Team before you arrange your first payment through Tax-Free Childcare to ensure we do not take a direct debit payment. We will not deduct any vouchers amounts from your direct debit until we have received the first voucher into your Software account. If you are experiencing issues with vouchers or Tax-Free Childcare, you will need to make alternative arrangements to settle your account.

11.6 When you must pay and how you must pay.

Fees are due on the 1st of each month, payable by direct debit, Tax-Free Childcare and/or childcare vouchers, for the Sessions in the month to come. Extra Sessions taken in the previous month will be added to the next invoice and included in your direct debit. Your monthly direct debit amount will reflect vouchers which have been credited to your child's account in the previous month (for example: a voucher for £243 received between 1st January and 20th January will reduce the fees for February by £243).

11.7 We will charge a late payment charge if you pay late.

You will be notified by the Software if your fees have not been paid on time. Please respond within 24 hours to arrange payment to avoid late payment charges. If you do not make any payment to us by the due date (see **clause 11.4**) the following late payment charges will apply:

- 11.7.1 7 days late - £25;
- 11.7.2 14 days late - £50;
- 11.7.3 21 days late - £100;
- 11.7.4 failed direct debit - £20.



11. Price and payment (cont.)

These sums represent our administrative costs or late collection.

If your fees have not been paid on time then your child's place will be suspended at our option and we will confirm this to you in writing or we may end the Contract in accordance with **clause 9.1.1**. Any debt at the end of the month will be taken automatically by direct debit on the 1st working day of the month. This includes any failed Tax-Free Childcare or childcare vouchers.

11.8 Late Collection of your child.

Should you be late collecting your child without prior consent from the nursery, an additional £10 will be charged for each 15 minutes interval that you are late (i.e. If you are twenty minutes late, a charge of £20 will be applied to your account).

11.9 Holiday Credit.

Holiday credit is offered to children that attend 4 full days or more. We can only offer holiday credit to a child using our Nursery Services to this level as a reward for high usage. 1 full week of their regular attended Sessions will be applied as a credit to your account so we will give you holiday credit for 4 full days and by way of example, 4 full days at £55 per day will equal £220 of holiday credit. You must notify the Accounts Team to request the credit. It will be applied to the next available invoice.

11.10 What to do if you think an invoice is wrong.

If you think an invoice is wrong please contact the Accounts Team promptly to let us know.

11.11 Debt Collection Nursery Services.

If your child has left the nursery and there is still an outstanding balance on your account then we will pass the full debt onto our debt collection agency.

12. Policies

12.1 All policies will be available to view on the parent website and hardcopies are available to view at the nursery and we expect you, in so far as they are relevant to you, to read, understand and comply with all these policies. Any updates to these policies will be notified to you via parent forums and emailed minutes of the meeting.

Nut-Free
Environ-
ment

12.2 We do not allow any products on the premises that contain nuts and you should not send your child to nursery with food.

Safe-
guarding

12.3 Parents must partake in our safeguarding procedures that will be notified to you so for example: please do not ask another parent to let you into the building; you must not use your mobile phone in the nursery at any time.

13. Behaviour Management

13.1 We reserve the right to remove a child from our nursery if they or their parents or guardians are persistently displaying unacceptable behaviour or following one serious incident that could or does result in harm to another child or to a member of staff.

13.2 We have a duty of care for the health and safety of everyone who enters the nursery. We have a legal responsibility to provide a safe and secure environment for all children and staff. All parents/guardians are expected to behave in an acceptable manner and violent or abusive behaviour will not be tolerated. Please see our "Conflict Resolution with parents who may be challenging" policy.

13.3 In the unlikely event of a behaviour problem that cannot be resolved, we may end this Contract in accordance with **clause 9.1.3**.



14. Babysitting & Childcare

14.1 Any babysitting arrangements (or any other type of arrangement) you make with individual members of our staff (must be outside their working hours with the Nursery) are on a purely personal basis and we have no responsibility in any way in connection with babysitting (or any other type of arrangement) which you assume at your own cost, risk and liability. You cannot employ our staff to replace your child's nursery care.

15. Our responsibility for loss or damage suffered by you

15.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Nursery Services.

15.2 When we are liable for damage to your property.

We shall not be liable for any loss of, or damage to, any property left or worn by your child, unless such loss or damage is due to our negligence. In order to prevent any misplaced items, we strongly recommend that all items brought into the nursery are clearly labelled with your child's full name. We would also advise strongly that you send your child in suitable play clothes that are not of a high value as our activities may mean that clothes become messy, stained or damaged.

15.3 How we will use your personal information.

We will use the personal information you provide to us to:

- 15.3.1 provide the Nursery Services;
- 15.3.2 process your payment for such Nursery Services;
- 15.3.3 apply for Government Funding; and
- 15.3.4 information sharing for the benefit of children.



15.4 We will only give your personal information to other third parties where the law either requires or allows us to do so and at all times keep your personal information in line with our privacy policy which is set out on our website.

16. Government Funding

16.1 We can only give 30 hours funding with a valid 30 hours code from the HMRC.

16.2 If you are awaiting a code, you will be given Universal funding only, until a valid code is received by the Accounts Department. If the code is valid for the term when you receive it, we will back-date the funding to the start of the term.

16.3 If your code is not valid until the start of the next term, it is your responsibility to reclaim any lost funding from the HMRC through their compensation process.

16.4 Funding can only be claimed if it is processed within the Local Authority's term deadlines. Speak to the Accounts Team for details of a specific term's deadlines.

16.5 If you join mid-term, you may not be able to receive funding. If you notify the Accounts Team in advance of the start of the term, a claim for half a term may be possible, so long as this claim is submitted with the Accounts Team before the start of term. If a claim can not be made, you will need to pay the full fees without any funding applied until the end of the term.

16.6 Our funding terms are 1st January – 30th April; 1st May – 31st August; 1st September – 31st December of each year.

16.7 All information regarding funding deadlines will be communicated through the Software News Feed.

16.8 Funded ad-hoc Sessions are only available to families eligible for 30 hours and not using their maximum funding. We only offer full day funded ad-hoc Sessions. These Sessions must be pre-booked before the term begins. Extra Sessions that do not form part of the claim will be charged at the full rate.

17. Other important terms

17.1 We may transfer this Agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Contract within 4 weeks' of us telling you about it and we will refund you any payments you have made in advance for Sessions not provided.

17.2 If a court finds part of this Contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.3 Even if we delay in enforcing this Contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

17.4 Which laws apply to this Contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the Nursery Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Nursery Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Nursery Services in either the Northern Irish or the English courts.



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