

These are our terms and conditions in conjunction with everything mentioned in the "Your Fees" page of this sign-up pack. Please read everything carefully before signing it.

Payment of fees:

The balance on your account on the 20th of each month will be collected in full by direct debit (through a company called Fee Planner) on the first banking day of the next month. Invoices will be sent out on the 10th of each month and you have until the 20th for alternative payments to clear in our account. Any money received by other payment methods after the 20th of each month will be set against the following month's invoice.

Alternative payment options:

For those of you who would rather pay all or part of your invoice in advance of the cut off for the Fee Planner Direct Debit being processed (cleared funds by the last working day before 20th of each month), you can make a payment to us by the following methods...

- **Bank Transfer** (please allow up to 4 working days if your bank does not offer the faster payments service)
- **Debit Card** (takes 4 working days to clear into our account)
- **Credit Card** (2% fee and takes 4 working days to clear into our account)
- **Childcare Vouchers** (the time these take to clear into our account varies up to 4 working days) we accept all vouchers.
- **Cash** (instant)

Sibling discount:

We offer a sibling discount of 15% against the lower fee when siblings attend the nursery at any time during the same calendar month regardless of whether they attend the same sessions or not. Magic Daycare Nursery will endeavor to provide a place for a sibling of the child referred to on this application but is under no obligation to do so, or to give priority over children on the waiting list.

Extras Sessions:

Extras will be charged at the rate shown in the relevant table according to the number of sessions in your regular booking pattern. This means that a one off extra when you are paying the low sessions rate will be charged at the same rate regardless of whether it takes you into the higher bracket on that occasion. An increase in regular booking pattern will of course trigger a price reduction per session should you take 4 or more sessions and vice versa. Extra Hours are offered subject to availability.

Increasing sessions:

If you require an increase in your regular booking pattern then you must notify the nursery in writing. Your request will then be put on the internal waiting list until the space is available. If the specific session/s you require are not available but an alternative is, we will offer that to you as an interim arrangement.

Notice to leave or reduce sessions:

Six weeks written notice is required to reduce sessions or cancel a place. Once formal notice is given, and if all your sessions are able to be filled from the waiting list, this notice period shall be reduced if you so wish in order to allow the people waiting for a place to start with us or increase their sessions. We will not partially fill your place during the notice period.

Extra-curricular classes:

All extra curricular classes are provided at no extra cost. We aim to have 6 different and varied classes taking place over each year with two on a Monday and one every other day. These classes will be on a rotation system to ensure that both morning and afternoon session attendees benefit from them, and in

line with the rotation, the classes will also switch days three times per year. Parents are more than welcome to bring their child in to take part in a class which takes place on a day they do not attend for free. If you do, you must remain with your child due to staff ratios.

Excursions:

All trips out are free of charge for children who attend our nurseries. We will cover the cost of all travel, entry charges and a packed lunch should the trip take place over lunchtime. We also provide drinks for the children during the trips. Typical trips will include children's theme parks, zoos, museums and the theatre. We will also invite entertainers and other educational visitors into the nurseries to ensure the younger children who it would be inappropriate to take to a theme park have even wider experiences within the nursery setting. All parents are welcome and encouraged to attend the trips along with any other children who might not attend the nursery. In this case, parents and other children will cover the cost of their day, however they will benefit from our bulk purchased subsidised rates.

Failed direct debit collection:

If your direct debit collection fails a £24 fee will be added to your account by our processing company and they will attempt to collect the direct debit again a week later. If we receive notification of a second collection failure, and you fail to clear your account by any of the other payment methods mentioned above, then we reserve the right to cancel your place with immediate effect.

Late collection of a child:

Our insurance only covers us to have children in the building between the hours of 7:30am and 6:30pm. Another issue we have is that as soon as a child is in the building we are required to have 2 members of staff in the building including at least one Level 3 worker or more. Bearing this in mind the overtime costs and insurance risks involved in late collection are real to us. We are setting the fee below cost at £25 to deter lateness and will of course use total discretion in the implementation of this as we know what the Northern line is like and that sometimes things just happen! Our hope is that we will not have to add this to anyone's invoice as exceptional circumstances will be taken into consideration naturally.

Child feedback:

If feedback on the day's activities is required, sufficient time must be allowed so parents can vacate the premises at the advertised closing time.

Cancellation of direct debit:

Part of the registration fee we charge when people join the nursery covers the charges made to us during the process of setting up your Fee Planner account. If a direct debit is cancelled by you, then we will charge £10 to set it up again to cover our additional costs. You will also be required to clear your account by the other methods mentioned above to retain your child's place.

Cancelling a place before starting:

If you cancel your place less than 4 weeks before your start date then Magic Daycare Nursery will retain your deposit.

Absence from the nursery:

There will be no refund offered against child absence due to sickness, holiday or any other reason, however we do offer a discount of 25% off fees if your child is going to be away from the nursery for more than 14 days. During that period, your place will be held open but the child may not attend. Any requests of this nature must be made in writing to the nursery.

Fee reviews:

Fees will be reviewed each summer with any changes coming into effect in September. If the government increases the amount paid per hour to us under the Free Entitlement scheme, or increases the number of hours awarded then 100% of the change will be passed onto you as a reduction in fees with immediate effect.

Missing belongings:

Magic Daycare Nursery cannot be held responsible for any missing unlabeled clothing or other belongings.

3rd Birthday fee reduction:

We will reduce your fees to the lower rate from the day of your child’s 3rd birthday rather than the month following it.

Infectious Conditions:

For the safety and care of all children at Magic Daycare Nursery, entry may be refused on any day on which a child is infectious in any way. An exclusion policy exists for infectious conditions and is available as a download from the “Parent Area” of our website and is also displayed in the nursery. Please ask the manager for any clarification on this subject if required.

Change of circumstances:

Parents must keep the nursery updated, in writing, in respect of any changes to family contact details, ongoing illnesses and allergies. Magic Daycare Nursery cannot be held responsible for difficulties arising from a condition or allergy about which we have not been informed.

Babysitting:

This is permitted, but Magic Daycare Nursery holds no responsibility for the use of our staff for babysitting purposes outside of our premises.

Terms and conditions:

We reserve the right to amend our terms and conditions when required.

Employment of our staff:

It is accepted and acknowledged that from the date of this agreement and during it’s term and for six months after it terminates I/we whose signatures appear overleaf will not (directly or indirectly) employ or retain the self-employed or other services of any member of Magic Daycare Nursery staff with whom I/we or the child/children referred to in this agreement have or have had contact/dealings, without prior consent in writing of Magic Daycare Nursery. Should I/we do so, I/we will be required to reimburse Magic Daycare Nursery, within 14 days of a request in writing for the same, a figure representing 20% of the relevant member of staff’s gross annual salary then payable on the date of the termination of that staff member’s employment at Magic Daycare Nursery.

Enforced closures:

Magic Daycare Nursery accept no liability for any monetary or other loss suffered by the parent/carer arising directly or indirectly as a result of the nursery being temporarily closed due to exceptional circumstances.

Child safety:

Any carer who suspects that a child may have been abused or neglected has a duty under the Children’s Act 1989 to report this to the relevant legislative bodies. We will also adhere to this should we suspect a child is being mistreated in any way.

I have read and understand all the terms and conditions above along with the information on the “Your Fees” page.

Carer/Mother Name:..... Signed:..... Date:.....

Carer/Father Name:..... Signed:..... Date:.....