

Terms and Conditions

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The terms and conditions of The Colour Box Montessori Nursery School are set out as below.

Parents or guardians completing and signing the “Enrolment form” are requested to read the following conditions carefully before signing the form. For any clarification/queries please do not hesitate to contact us.

1. Definitions

- “The Colour Box Montessori Nursery School”, “Company”, “us” or “we” means The Colour Box Montessori Nursery School Ltd.
- “Parent” or “you” means the parent, guardian or another legal representative of the child.
- “Child” means the child detailed on the enrolment form and all other admission forms.
- “Nursery” means the premises at which The Colour Box Montessori Nursery School provides its services.
- “Services” means the provision of quality nursery care as outlined in the Statutory Framework for the Early Years Foundation Stage (EYFS).

2. Nursery Information

The Colour Box Montessori Nursery School is an OFSTED registered private day nursery, providing care for children aged 9 months to 5 years.

- The nursery is open:
 - Monday to Friday.
 - 8:00 am to 6:00 pm.
 - 50 weeks per year.
- The nursery is closed:
 - On all statutory holidays.
 - For two weeks over Christmas and New Year.
 - At 1:00 pm on the last working day in December for staff INSET.

3. Key Person

- Every child attending the nursery will be assigned a key person.
- The key person's role is to:
 - Ensure the child's care is tailored to their individual needs.
 - Help the child settle into nursery.
 - Build a partnership with parents.
 - Carry out observations of the child.
 - Plan activities in line with the Early Years Statutory Framework.

4. Admission

4.1 Enrolment Form

- A contract for services will be formed once the nursery receives:
 - A fully completed and signed enrolment form; and
 - The £100 non-refundable enrolment fee.
- Once received, the child's name will be placed on the waiting list.
- Payment of the enrolment fee does not confirm a nursery place.

4.2 Deposit

- Near the requested start date, the nursery will check availability.
- If a place is available, parents will be asked to pay an £800 deposit.
- The child's place will be confirmed once the deposit is paid in full by the deadline stated in the deposit request letter.
- The deposit cannot be paid using childcare vouchers due to tax implications.

4.3 Withdrawal

- If the place is not taken up after the deposit has been paid, the deposit will not be refunded, and one month's fee will be owed.
- If the place is taken up the deposit will be refunded in full when the child leaves, provided at least 2 months' written notice has been given; and all final payments have been settled
- Failure to provide the required notice will result in Loss of the deposit; and Payment of one full month's fees in lieu of notice.
- The child must attend the nursery for a minimum of 6 months before notice of withdrawal can be given.
- If notice is given before the child has completed six full months of continuous attendance the deposit will not be refunded.
- Written notice of withdrawal must be emailed to earlsfield@thecolourbox.org and cc'd info@thecolourbox.org
- Withdrawal through the child's online portal is not acceptable.

4.4 Change in Session

- If a parent or guardian requests a change to the number of days booked for their child **before the agreed start date**, the nursery will review the request subject to availability.
- Where the requested change reduces the number of days, the original place(s) may no longer be held. The child's place will be returned to the waiting list for the requested days, and priority will be given when the next suitable place becomes available.

- Any change to the agreed attendance pattern must be confirmed by the nursery in writing and will only take effect once confirmed. The nursery cannot guarantee that the requested days will be available at a later date.

5. Monthly Fees and Payments

5.1 Standing Order and Direct Payments

- Parents should set up a standing order with their bank or building society on or before the child's first day.
- Monthly payments must be made in advance on the 1st day of each month.
- Payments should be arranged on:
 - The last working day of the previous month; or
 - The 1st day of the month.
- Parents should use the child's full name as the payment reference.

5.2 Childcare Vouchers

- Monthly fees may be paid using childcare vouchers transferred directly into the nursery's bank account.
- The nursery is registered with most childcare voucher agencies.
- If an employer uses an agency with which the nursery is not registered, the nursery will try to register with that agency.

5.3 Overdue Fees

- Parents are responsible for ensuring that the full monthly fee is deposited into the nursery's bank account by no later than the 5th of each month.
- A £20 late payment charge will be added to overdue monthly fees.

5.4 Fee Calculations

- Monthly fees are calculated by:
 - Taking the nursery's 50 operational weeks per year; and
 - Dividing the annual amount into 12 monthly payments.
- Monthly fees remain the same each month.
- If the fee changes because of the child's age, the new fee applies from the 1st of the following month.
- Fees may also change following:
 - A nursery fee review; or
 - A change in the child's days or hours of attendance.
- The nursery will not send monthly invoices as payment reminders.
- Parents requiring invoices as proof for another claim must request them at the time of admission.

5.5 Overpayments

- Any overpayment will normally be deducted from the following month's fee.
- If a parent requests a refund instead:
 - A £20 administration fee will be charged.

5.6 Late Collection Charges

- A late collection charge applies if a child is collected after their usual collection time.
- The applicable rate is set out in the nursery's monthly fee list.
- The late collection charge must be paid in cash within two days.
- The person collecting the child must sign the late collection book.

5.7 Changes in Marital Circumstances

- A change in marital circumstances must not affect monthly fee payments.
- The person or persons who signed the enrolment form remain responsible for complying with the terms and conditions.

5.8 Fee Reviews

- Nursery fees are generally reviewed annually.
- The Company reserves the right to increase fees when considered necessary.
- Parents will receive at least 1 months' notice of any fee changes.

6. Absences

- No reduction in fees will be made for:
 - Temporary absence.
 - Holidays.
 - Illness.
 - A child's non-attendance at the annual nursery group outing.
- Parents are not permitted to swap sessions.
- Ad-hoc hours or sessions:
 - Must be requested in writing by email in advance.
 - Are subject to availability.
 - Must be paid for in full in advance once confirmed.
- Fees remain payable if an ad-hoc session cannot be attended for any unavoidable reason, including illness.
- Fees for ad-hoc sessions may be waived where the parent gives at least 48 hours' notice by email to cancel.
- If a child is absent for more than two weeks without formal written notice:
 - The place will only be kept open upon payment of a full month's fee in advance.

7. Attendance

7.1 Absence Notification

- If a child is unavoidably absent, parents must notify the nursery:
 - By telephone or email.
 - As soon as possible.
 - No later than 9:00 am.

7.2 Changes to Attendance

- At least 1 month's notice by email is required to request:
 - Additional sessions; or
 - Reduced sessions.
- Additional sessions are subject to availability.
- Changes to sessions are permitted only on a permanent basis.
- Subject to availability and the nursery's minimum session requirements:
 - Parents may increase or decrease registered sessions.
- To reduce sessions:
 - At least one calendar month's written notice is required.
 - The reduction starts from the 1st of a month.
 - The reduction must be for a minimum period of one month.

7.3 Attending Another Setting

- Parents must inform the nursery if their child attends another:
 - Maintained nursery or school; or
 - Non-maintained nursery or school.
- This allows communication between settings to support the child's learning and development.

7.4 Special Educational Needs and Disabilities (SEND)

- Parents must inform the nursery at admission if they are aware that their child:
 - Has special educational needs; or
 - Is already on the SEND register.
- This information helps staff assess the level of support the child may require.

8. Sickness, Infections, Allergies, First Aid and Emergency Care

8.1 Sickness and Infections

- Parents must not send a sick child to nursery.
- Parents must inform the nursery as soon as possible if their child is ill, particularly if the illness is contagious.
- Children with:

- Contagious diseases.
- Diarrhoea.
- Vomiting.
- Fever.

must not attend nursery for the first 48 hours after the last episode.

- The original terms state that the child should only return once a medical doctor has certified that the child is not contagious and is well enough to attend.

8.2 If a Child Becomes Ill at Nursery

- The nursery will make every effort to contact the parent/carer.
- Parents are expected to collect the child:
 - At the earliest opportunity; and
 - Within one hour of the telephone call.
- If the child is not collected within one hour:
 - The late collection charge will apply.
- Parents are reminded that a sick child may pass infection to other children and staff.

8.3 Emergency Medical Care

- In a medical emergency, management reserves the right to seek emergency hospital care and treatment for the child.
- Every effort will be made to contact parents as soon as possible.

8.4 Medication

- Medication will not be administered unless the parent has completed and signed the nursery's Medication Consent section.
- If a child develops a high temperature, the nursery will attempt to reduce the child's temperature.
- The nursery may ask for verbal parental consent to administer Calpol (paracetamol) if required.
- Prescription medication may be administered where:
 - It is provided in its original container.
 - It has a clear pharmacy label in English.
 - The label confirms the child's full name and date of birth.
 - The exact dosage and administration times are stated.
 - The length of the course is stated.
 - The expiry date is clearly visible.
- Parents must complete and sign the nursery's Medication Consent form.
- Medication must never be left in a child's bag.
- Medication must be handed directly to a member of staff.
- Non-prescription medication may be administered at management's discretion.
- Non-prescription medication must:
 - Be in its original container.

- Be labelled with the child's name.
 - Have labels in English.
- Non-prescription medication will be given for a maximum of three consecutive days or according to the manufacturer's instructions.
- Parents are asked to keep children at home for the first 24 hours after starting antibiotics.
- Medicines containing aspirin will not be administered unless prescribed by a registered doctor.
- Staff will never force a child to take medication if they refuse.

8.5 Allergies and Medical Conditions

- Parents must inform the nursery before admission about:
 - Food allergies.
 - Food intolerances.
 - Ongoing medical conditions.

8.6 First Aid

- Staff will not use antiseptic ointment on cuts or grazes because of the possibility of an allergic reaction.
- Cuts and grazes may be cleaned using:
 - Soap; and
 - Cold tap water.
- A plaster may be used where appropriate.
- Parents should inform the nursery if their child is allergic to plasters.
- Parents will be informed immediately if an accident requires further attention.

9. Safeguarding Children

9.1 Mobile Phones and Social Networking

- Parents and visitors must not use mobile phones:
 - While at the nursery.
 - During drop-off.
 - During collection.
- Parents and visitors must not post information about children on social media sites such as Facebook or Twitter.

9.2 Confidentiality

- Parents and carers must maintain confidentiality regarding:
 - Children.
 - Staff.
 - Matters relating to the nursery.

- Parents must not exchange personal details with other parents through Facebook or other social media platforms.

9.3 Drop-Off and Collection

- Parents must drop off and collect children within the nursery's stated hours.
- If someone other than the parent is collecting the child, arrangements must be made with the nursery.
- Details must be emailed to the nursery and include:
 - The person's full name.
 - A password.
 - A brief description of the person collecting the child.
- If a child is absent for longer than one week without notice and the parents cannot be contacted:
 - Management reserves the right to contact the safeguarding team at the London Borough of Wandsworth.

9.4 Changes to Contact Details

- Parents must inform the nursery of changes to:
 - Address.
 - Landline number.
 - Mobile number.
 - Emergency contact details.
- Parents must also notify the nursery of changes to the contact details of emergency contacts.

10. Online Learning Journals and Data Protection

- The nursery uses an online learning journal called Ovivio.
- Parents can access the system through:
 - A web browser.
 - The downloadable app.
- The original terms state that the system uses security technology similar to online banking.
- Information about the child may be stored:
 - On the nursery's computer systems; or
 - As hard copies in folders stored in locked cupboards.
- Parents may request to see this information.
- Information will only be available to:
 - Nursery staff.
 - Professionals at the London Borough of Wandsworth.
 - Ofsted.
 - Local Safeguarding Children's Services.

11. Clothing and Personal Property

11.1 Clothing Requirements

- The nursery will not accept liability for loss or damage to:
 - Unnamed property.
 - Personal possessions.
 - Money.
 - Jewellery or other valuables.
- Parents are responsible for clearly labelling all clothing and accessories.
- Children should wear clothing and shoes that they can manage easily themselves.
- Children go outdoors at least twice a day.
- Parents should ensure children have suitable clothing and footwear.
- Children may become muddy or dirty during:
 - Messy play.
 - Mud kitchen activities.
 - Painting and other activities.
- Parents should avoid sending children in expensive clothing.

11.2 Safety During Drop-Off and Collection

- Parents should supervise their children closely during drop-off and collection.
- Children must not be allowed to:
 - Run in the nursery's outdoor areas.
 - Ride personal scooters.
 - Ride bikes.
 - Ride trikes.before drop-off or after collection.

11.3 Church Car Park

- Parents are not permitted to use the church car park.
- Parents are asked to use available parking spaces on Magdalen Road.

11.4 Personal Belongings

- The nursery is not liable for loss or damage to personal items.
- Personal belongings are left at the owner's own risk.
- Parents are responsible for collecting their belongings at the end of their child's day.
- All clothing and personal items should be clearly labelled.

12. Meals

- The nursery aims to provide fresh meals prepared on the premises.
- Meals include:
 - Breakfast.

- Morning snack.
 - Lunch.
 - Afternoon tea.
 - Late afternoon snack.
- The weekly menu is displayed on the nursery notice board.
- A vegetarian option will always be provided.
- Special dietary requirements will be catered for.

12. What to Bring to Nursery

13.1 Change of Clothes

- Parents should provide at least two sets of clothes.
- Clothes should be kept in a labelled bag.
- Bags should be child-sized backpacks without strings.

13.2 Sunny Weather

- Children should have:
 - A sun hat.
 - Sunscreen applied before arriving at nursery.
- During summer, nursery staff will reapply sunscreen when children go into the garden.

13.3 Nappies, Wipes and Cream

- The nursery will provide:
 - Nappies.
 - Wipes.
 - Creams.
- During toilet training, parents should provide:
 - At least two tops.
 - Three pairs of underwear.
 - Socks.
 - Three pairs of bottoms.
- Crocs or jelly shoes may be suitable because they can be cleaned and dried easily.

13.4 Formula Milk

- Certain brands of formula milk, nappies and wipes are included.
- Parents may provide a preferred brand, subject to approval by the nursery manager.
- Parents must provide milk bottles according to their preferences.

13.5 Toys from Home

- Parents are asked to discourage children from bringing toys from home.
- During the settling-in period, a comforter may be brought to help the child settle.

14. Temporary Interruption of Nursery Services

- The nursery will not be liable for temporary interruption, failure or delay in providing services where this is caused by circumstances beyond its reasonable control.
- Examples include:
 - Temporary staff unavailability.
 - Building or maintenance work.
 - Fire.
 - Extreme weather.
 - Water leakage.
 - Power cuts.
 - Loss of heating.
 - Government action or regulations.
 - Other circumstances beyond the nursery's reasonable control.
- No recompense will be made for such temporary interruptions.
- During extreme weather, the nursery will follow guidance from:
 - The London Borough of Wandsworth safeguarding team; and/or
 - BBC weather warnings.
- During outbreaks of infections or notifiable diseases, the nursery will follow guidance from the local health authority or Public Health England.
- The nursery will make every effort to resolve the problem and reopen as soon as possible.

15. Reporting of Neglect or Abuse

- The nursery has an obligation to report suspected neglect or abuse to the relevant authorities.
- A report may be made:
 - Without parental consent; and/or
 - Without informing the parent.

16. Complaints

If parents have any concerns at any time, the director/manager/deputy manager is always available to discuss them in person at the nursery. An appointment may be made to discuss more detailed matters with the Manager and the staff concerned. Details of this meeting will be recorded in the "Complaints log" and every effort will be made to address the problem forthwith. If any matters remain unresolved, an outside mediator from the local authority will be invited, whose decision will be final. In certain serious matters the concern and the measures taken to resolve the concern will be reported to Ofsted.

For your information, the address of **Office For Standards in Education (Ofsted)** is:
National Business Unit, OFSTED, 5th, 6th & 7th Floors, Piccadilly Gate, Store Street,
Manchester M1 2WD. Complaints contact number is 0300 123 1231.

17. Ofsted Contact Details

Office for Standards in Education (Ofsted)
National Business Unit
5th, 6th & 7th Floors
Piccadilly Gate
Store Street
Manchester
M1 2WD
Complaints telephone: 0300 123 1231

18. Unacceptable Behaviour

- The nursery takes bullying very seriously.
- Bullying or similar behaviour or remarks by parents or carers will not be tolerated.
- This applies at the nursery and in the surrounding areas.
- Management reserves the right to terminate the child's admission immediately in cases of unacceptable behaviour.

19. Changes to the Terms and Conditions

- The nursery may make changes to the child admission Terms & Conditions from time to time.
- Parents are responsible for keeping themselves updated with the latest terms and conditions.
- The latest version can be found on the nursery's website under "Contact Us."
- If a parent does not wish to accept changes:
 - The parent will be required to give the nursery 2 months' written notice of withdrawal.
 - The child's admission will then be terminated in accordance with the withdrawal terms.