



Terms & Conditions

The following Terms & Conditions form part of the agreement with Magic Steps Nursery upon registration. Throughout the document, the Nursery may often be referred to as “we” and Parent/Carer may be referred to as “you”.

1. Opening hours

Magic Steps Nursery is open Monday to Friday every week, 52 weeks per year. It will be closed on all Bank Holidays.

2. Dress

There is no uniform at the Nursery. Children should wear every day clothes, and bring a change of clothing, clearly labelled with the child’s name, in a separate bag. See the policy for ‘clothing & jewellery’ for more details.

3. Nursery fees

3.1. Securing a place for your child

To request a place at Magic Steps Nursery you must complete a registration form. Submitting a registration form does not guarantee a place is available. If a place is not available at the time of registration, we will contact you as soon as we can to offer you a place.

A fully refundable deposit of £100 is required prior to your child starting at Magic Steps. This will be deducted from the last month’s fees when one month’s written notice is given. We will retain any deposit if one month’s notice is not given or fees are unpaid.

Where a deposit has been taken for siblings, it will be held until the last contract is terminated.

3.2. Payment of fees

The Nursery fee rates depend on attendance patterns and the age of your child. All fees are subject to an annual review. We will inform you of any revised charges at least one month before these charges take effect. If the fee rate is due to change because of your child’s age, the new fee rate will apply from the first of the month following that change.

Once we have confirmed your child’s place in writing, we require you to pay your child’s first

month’s fees by cheque, credit or debit card (if your direct debit is not already set up prior to your child starting at the Nursery).

Subsequent fees can be paid by direct debit, using childcare vouchers or a combination of both. Fees are payable monthly in advance. We will collect fees for the month paid by direct debit on or around the first of each month. We calculate the amount payable by you each month by multiplying the weekly fee by fifty two weeks and dividing by twelve. This will give twelve equal monthly payments.

After the Nursery has confirmed your child’s place, you must provide written notice of at least one calendar month if you decide not to send your child to the Nursery or to delay your child’s start date to after the scheduled start date.

No refund will be given for periods where your child’s nursery place is unfilled due to illness, holidays or public holidays.

A 10% sibling discount will be applied to the eldest child’s account, this is only applicable whilst both children are attending nursery.

3.3. Late payment of fees

If you fail to make payment in full by the fifth calendar day of the due month we will enforce a late payment fee of £25. If payment is still not received by the seventh calendar day of the month an additional £25 charge will be applied.

We reserve the right to terminate your child’s place with immediate effect and without further notice, if accounts are outstanding by more than 30 days from the date of invoice. We further reserve the right to refuse any bookings for additional sessions, or bookings for siblings if accounts are outstanding.

If you fail to settle outstanding accounts by the specified due date, we shall be entitled to collect from you interest (4% above the Bank of England base rate) on the unpaid balance amount. In addition, we reserve the right to claim an administration charge for outstanding fees of £20

per month of any outstanding accounts, an administration charge of £20 for each bounced cheque/direct debit or non-receipt of vouchers, and all costs associated with the collection of fees (for example legal expenses, debt collection agency costs/fees, court fees, and related travel expenses for hearings and/or other meetings relating to collection of fees).

3.4. Additional hours of care

If additional hours are required at the Nursery we will charge you monthly in arrears - additional hours of care include any hours in addition to the Nursery's standard operating hours, as detailed on the Nursery Fee Sheet, and any additional time to a child's scheduled sessions.

Extra sessions will be charged for unless cancelled with five working days' notice.

3.5. Late collection

You must inform us as soon as possible if you will be late collecting your child by the agreed collection time. We reserve the right to apply a charge of £5 for every 15 minutes that you are late. We may also have to notify our regulator and local authority social services if you are later than 30 minutes after the Nursery closing.

3.6. Reduction/increase/change of sessions

Subject to availability (and the Nursery's minimum session requirement), you may reduce, increase or change the number of sessions per week.

We require you to give at least one calendar month's written notice if you would like to reduce the number of sessions for your child. If you give less than one calendar month written notice, you will pay for the original number of sessions booked. Any reduction in sessions will only commence from the first of the month.

If you increase your child's session's mid-month, the Nursery will bill you for the actual number of sessions attended. We do not permit core sessions booked to be swapped to other days.

4. Notice of termination

We require you to provide a minimum of one calendar month's written notice to terminate your child's place. We reserve the right to terminate a child's place with immediate effect if a serious

breach of these Terms & Conditions occurs, or if termination of a place is considered to be in the best interests of the Nursery, the continuing welfare of the child, other children at the Nursery, or the staff. Examples of serious breaches include a parent/carer being abusive to staff or using foul language at the Nursery; non-payment of fees; parent/carer frequently arriving late at the Nursery without prior notification.

You may immediately end this agreement if we have breached any of our obligations under this agreement and we have or cannot put right that breach within a reasonable period after you have bought it to our attention.

You may immediately end this agreement if we suffer any event of insolvency.

5. Refund for non-attendance

You are not entitled to a refund of any fees if your child is absent due to illness or holiday. In addition, we are under no obligation to refund any fees, or provide alternative childcare facilities to you, if we have to close the Nursery due to 'acts of god', infectious diseases, pandemics, environmental factors (such as extreme weather conditions, flooding etc.), strikes/industrial action, emergency repairs, or other situations beyond our control.

6. Suspensions

We reserve the right to suspend the provision of child care to your child, with immediate effect, if:

- You fail to pay your fees or consistently are late paying fees.
- Your child's behaviour at the nursery is considered unacceptable and/or endangers the safety and wellbeing of the other children at the Nursery.

The suspension will continue whilst we try to address these problems with you. If your child is suspended part way through a month we will offer you a credit for any sessions not attended.

7. Concerns and complaints

If you have any concerns regarding the service we provide, please discuss these directly with your child's key person. If you feel any concerns/issues have not been sufficiently resolved please contact the nursery manager.

8. Safeguarding/protecting children

We are fully compliant with all Government regulations, in particular having policies and procedures in place for safeguarding and protecting children. We have an obligation to report any instances where we suspect that a child may have been neglected or abused to the relevant authorities with or without informing you, and will act in accordance with Government regulations.

9. Health and hygiene

We operate with high standards of hygiene, particularly in the areas of nappy changing, administering first aid and dealing with bodily fluids.

Children are not permitted to attend the Nursery if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes. They are able to return once they are symptom free or cleared to return to the Nursery by a doctor. For further details on Nursery sickness procedures please see the policy & procedure for 'child illness, sickness & diarrhoea'.

9.1. Sickness and emergency procedures

If your child becomes ill whilst at the Nursery, a member of staff will telephone you as soon as possible to inform you of the nature of the illness. If we feel it is necessary to offer the child non-prescription medication, for example to reduce a temperature, we will seek your permission before doing so. If the temperature is not reduced, or we feel it is necessary, we may ask you to collect your child immediately. If we are unable to reach you then we will call other authorised contacts. If necessary, we may call the child's doctor.

In the event of an emergency, the Nursery will administer first aid as appropriate and/or arrange for the child to be transported to the nearest hospital, accompanied by a senior staff member. If a minor injury occurs, for example cuts and scrapes, we may apply a hypo-allergenic plaster where the first aider feels it is required to prevent further injury or infection.

9.2. Regular prescribed medication

We will administer medication to your child when a doctor, dentist or homeopathic practitioner has prescribed it and you have completed the

appropriate documentation. If your child needs to receive regular prescribed medication whilst at the Nursery you must complete all required documentation (including full written details), and clearly label the medication with your child's name and specific dosage instructions.

9.3. Special requirements

It is your responsibility to notify the Nursery if your child has an allergy or medical condition. You must complete the required forms and ensure you provide the Nursery with all the relevant details regarding the health and care requirements of your child.

10. Safety and security

For safety and security reasons children can only be collected by the written authorised contact(s). It is your responsibility to keep us informed as to who will be collecting your child from nursery. A code word will need to be agreed by the parent/carer and provided to the nursery. If the regular contact is not recognised by nursery staff, they will need to provide proof of identity and the agreed code word may be requested on collection of the child. If we are not satisfied that an individual is allowed to collect your child, we will not release your child in to their care.

Children cannot leave the premises unaccompanied or with an unauthorised contact(s) and the person collecting must be over the age of 18 years. This does not apply to parents under the age of 18.

The Nursery cannot legally deny access of a child to either parent/carer unless there is an active restraining order on file or specific schedule of court ordered visitation rights or the equivalent under any applicable law.

If a child remains in the Nursery after the specified closing time and we have not heard from you, we will first call you and then other authorised contacts. We will stay with your child as long as possible, however if the Nursery has not been able to reach you or an authorised contact, we may call the local Social Services office or other government office as appropriate.

11. Employment of Staff



Nursery staff are not permitted to work for any parent/carer for three months after leaving Magic Steps Nursery, unless agreed with the Nursery. In such a case, a recruitment fee based on 20% of that staff member's gross annual salary is applicable.

12. General

12.1. Photographs

We take photographs of children that attend the Nursery as part of our programme of activities. We may display some of these photographs throughout the Nursery; use them in individual children's personal development and progress records and/or post them on the Nursery's website. We retain all rights to any photographs taken and will only use them for the purposes described. Should we wish to use your child's photograph in marketing materials, additional consent will be sought. If you do not want your child's photo taken please confirm this in writing to the Nursery manager.

12.2. Lost property

We do not accept responsibility or liability for the loss of your child's property at the Nursery. Please

ensure that all items brought in from home are clearly labelled with your child's full name.

12.3. Walks and other activities

Weather permitting, and as long as it is safe to do, staff members may take children on walks outside the Nursery in the surrounding areas. Babies and young toddlers will be taken on walks in a buggy. If you do not wish your child to be involved in such outside activities, you may request in writing to the Nursery that your child does not participate in these walks.

12.4. Sunscreen protection

As part of our standard practice we apply sunscreen to children before allowing them to go outside in warm sunny weather. We also request that all children wear a sun hat whilst out in such weather. We will ask you to provide your own sunscreen and hat, clearly labelled with your child's name. If you do not wish your child to be applied with sunscreen, please confirm this in writing to the Nursery. Without sunscreen and a hat your child will not be permitted outside.

I/We have read and fully understand and agree to the Terms & Conditions as set out above.

Child's Name:	Date:
Signed:	Print Name:
Signed:	Print Name:
Dated:	

THESE STANDARD TERMS & CONDITIONS OF MAGIC STEPS NURSERY ONCE SIGNED CREATE A LEGALLY BINDING AGREEMENT. PLEASE THEREFORE READ THE TERMS & CONDITIONS BEFORE SIGNING. PLEASE RETAIN A COPY OF THESE TERMS & CONDITIONS FOR YOUR FUTURE REFERENCE.

Please note that any change in marital circumstances will not affect the responsibility for the fees of the person (s) signing this agreement who are jointly responsible for complying with its terms.