



The Forbury Group

Forbury • Berkeley • Newbury
Woodley • Waingels
Gardens Day Nursery
Est 1991

Forbury Gardens
Day Nursery
Abbots Walk, Reading
RG1 3HW
0118 958 8116
info@fgdn.co.uk

Berkeley Gardens
Day Nursery
72 Berkeley Avenue
Reading, RG1 6HY
0118 950 0116
info@bgdn.co.uk

Newbury Gardens
Day Nursery
Greenham Road
Newbury, RG14 7HS
01635 580 980
info@ngdn.co.uk

Woodley Gardens
Day Nursery
71 Reading Road
Reading, RG5 3AE
0118 921 9100
info@wgdn.ltd

Waingels Gardens
Day Nursery
Waingels Road
Woodley RG5 4RF
0118 918 6060
office@waingels.ltd

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PLEASE COMPLETE IN BLOCK CAPITALS

Name of child

Name(s) of Legal Guardian(s), who has/have parental responsibility for the child:

.....

(hereafter 'You' means Parent/Carer/Guardian)

I confirm that my child..... will attend
Forbury/Berkeley/Newbury/Woodley/Waingels*. (*delete as appropriate) Gardens Day Nursery

Sessions / Days..... and will start on.....

TERMS AND CONDITIONS OF THE FORBURY GROUP OF NURSERIES

1. COMPANY DETAILS AND SERVICES

- 1.1 You are entering into a contract to purchase childcare services from us through one of our Nurseries.
- 1.2 You are entering into a contract with us, Forbury Gardens Day Nursery Limited (Company no. 10066606 registered office address 286 Kings Road, Reading, England, RG1 4HP) also trading as Berkeley Gardens Day Nursery and/or Newbury Gardens Day Nursery and/or Woodley Gardens Day Nursery and/or Waingels Garden Day Nursery (hereafter '**us/we/the Nursery**').
- 1.3 Childcare services are supplied through our various affiliate companies.

2. NURSEY OBLIGATIONS

- 2.1 We will:
 - 2.1.1 inform you as soon as possible whether your application for a Nursery place has been successful;
 - 2.1.2 provide the agreed childcare services at the Nursery for your child at the agreed times (subject to any days when your child’s Nursery is closed). If we change the opening hours of your child’s Nursery, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child’s hours at the Nursery; and

- 2.1.3 try and accommodate where possible, any requests you may make for any additional sessions and/or to amend your child's standard booked sessions at the Nursery.

3. YOUR OBLIGATIONS

3.1 You will:

- 3.1.1 ensure all information supplied to us (including information supplied in your application form) is accurate and correct;
- 3.1.2 sign and return a copy of these terms and conditions and a fully completed registration form specifying your child's standard sessions, and pay the non-refundable registration fee of £50.00 and deposit (as set out in clause 3.1.3) to us before a place at the Nursery is secured. Once a place has been secured a standing order form will be sent for your completion and should be returned as soon as possible. The standing order will come into operation from the 1st day that your child starts at the nursery;
- 3.1.3 pay a deposit equal to £100 for each day/session your child attends the nursery in a full week before your child's start date (for example, 3 full days a week requires £300 deposit to be paid). The deposit will be refunded to you following termination of your child's place in accordance with clause 7.1 minus any deductions for sums outstanding. Please note due to tax deducted from your childcare vouchers or tax free childcare, deposits cannot be paid via either of these schemes;
- 3.1.4 inform us if your child has any special educational need and disability (SEND) or medical needs (including allergies/intolerances and/or medical conditions);
- 3.1.5 complete a medicine consent form if you require our staff to administer any medicines to your child (which need to be prescribed by a medical professional);
- 3.1.6 immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the Nursery, you must not allow your child to attend the Nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities at the Nursery. You are also requested to inform the Nursery Manager if your child is suffering from any illness, sickness or allergies before attending Nursery and to follow the instructions provided by the Nursery.
- 3.1.7 immediately inform us of any changes to your contact details;
- 3.1.8 keep us informed as to the identity of the persons who will be collecting your child from our Nursery. If the person collecting your child is not usually responsible for collecting them, we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care. You will be liable to pay the fees in accordance with clause 3.1.9 if this causes late collection;

- 3.1.9 pay a surcharge of £15.00 per child for every 15 minutes (or part thereof) you are late in collecting your child after the official collection time stated in clause 4.1.
- 3.1.10 immediately inform us if you are unable to collect your child from the Nursery by the official collection time;
- 3.1.11 inform us as far in advance as possible of any dates on which your child will not be attending the Nursery;
- 3.1.11 provide at least 1 month's written notice to the Nursery Manager if you wish to amend your child's standard booked sessions. (The Nursery will endeavour to accommodate requests to amend booked sessions but due to capacity and staffing factors it may not always be possible to accommodate such requests. As a result, we reserve the right to refuse any request to amend a child's booked sessions. You will be required to make additional deposit payments if your child increases their sessions);
- 3.1.13 not serve notice in accordance with clause 4.1.10 to amend your child's sessions until 3 months or more has lapsed from the date your child started at the Nursery.
- 3.1.13 must not use any electronic devices (including mobile phones) whilst on the Nursery premises. If you fail to comply with this clause you may be asked to leave the Nursery premises.
- 3.1.14 provide us with sight of the child's original birth certificate at point of registration;
- 3.1.15 will immediately inform us if your child is the subject of a court order and provide us with a copy of such an order; and
- 3.1.16 inform us of any information that may affect your child's safety or wellbeing and update us of any changes to this information as soon as they occur.

4. OPENING HOURS

- 4.1 The Nursery opening times are between 8.00am and 6.00pm Monday to Friday.
- 4.2 The Nursery is closed on public and bank holidays and from 2.00pm Christmas Eve until the first working day after New Year's Day ('Christmas Closure Period').
- 4.3 You must immediately notify us, and in any event no later than 5.30pm, if you are unable to collect your child by 6.00pm.
- 4.4 The Nursery is open throughout the year except as set out in clause 4.2. Full fees are charged for both full time and part time children for months shortened by bank, public holidays and the Christmas Closure Period.

- 4.5 If the nursery has to close, or we take the decision to close, due to circumstances or events that are outside of our control, including but not limited to Force Majeure Events, or improper staff to child ratios, we are not required to:
- (i) provide alternative childcare facilities to you; or
 - (ii) reimburse you.
- 4.6 In accordance with the provisions of these terms and conditions, if the closure of the Nursery exceeds 10 consecutive days (excluding any days when the nursery would otherwise be closed) we will issue notice to you in relation to the fees payable for the period the Nursery will be closed in excess of 10 consecutive days (excluding any days when the nursery would otherwise be closed).

5. PAYMENT & FEES

- 5.1 Our fees are based on a monthly fee which shall be notified to you in advance of your child starting at the Nursery ("Fees").
- 5.2 Payment of Fees must be made in advance by monthly standing order on or before the 1st of the month (the '**Due Date for Payment**'). Any money owing to you will be refunded via the same method used for payment. If your child is eligible to claim Government Funding, we may amend the way we calculate the amount payable in order to comply with the Local Authority Service Level Agreement and the Code of Practice. You will be notified in writing, in advance of any changes to such calculation.
- 5.3 We may review our Fees at any time and reserve the right to increase Fees at any time. You will be provided with adequate advance notice of any increase in Fees before the new Fees comes into force. Subject to compliance with clause 7.1, if you do not wish to pay the revised Fees, you may end this contract by giving us a minimum of one months' notice.
- 5.4 The Fees payable are those set out in the offer letter sent to you and as amended from time to time in accordance with these terms.
- 5.5 If payments are cancelled or returned by the bank, we reserve the right to apply an administration charge of up to £35.00 to cover costs.
- 5.6 If you fail to make payment within 7 days from a Due Date for Payment we reserve the right to terminate your child's place at the Nursery with immediate effect and which may also result in your child's place being offered to another child on the waiting list unless there are exceptional circumstances which have previously been approved by the Nursery Manager. We reserve the right to refuse admission to any child whose fees are in arrears until payment has been made in full.
- 5.7 We reserve the right to charge interest on any undisputed sum not paid from such date it becomes due, at an annual rate of 2% above base lending rate from time to time of the Bank of England accruing on a daily basis.

- 5.8 Fees will not be refunded and remain payable in accordance with this clause 5 in the event of cancellation, missed days, holidays or any parts of the week your child may be absent as staffing and running costs still have to be met. This includes if the nursery has to close due to:
- (i) a Force Majeure Event (see clause 9.6 for definition); or
 - (ii) unforeseen circumstances (subject to the Nursery using reasonable endeavours to mitigate the effect of the unforeseen circumstances, to carry out our obligations to you in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible).
- 5.9 We reserve the right to charge the Fees from the original start date stated on this form in the event you wish to postpone your child's start date. Request to postpone start dates should be submitted in writing.
- 5.10 We accept child care vouchers, tax free childcare and grant funding. Please speak to your Nursery Manager for further information.
- 5.11 Cheques are to be made payable to 'Forbury Gardens Day Nursery'.
- 5.12 It is your responsibility to change and/or cancel any standing order payments should the Fees payable change or cease. We reserve the right to charge admin fees for dealing with payment of incorrect amounts.
- 5.13 The Nursery shall be entitled to set off and/or withhold any amounts owed to you against any sums or debt due to the Nursery.

6. DISCOUNTS

- 6.1 The Nursery reserves the option to apply a discount of 15% to the Fees payable in respect of the oldest child when two or more children from the same family are attending the nursery at the same time. In the case of twins, they will each receive 15% discount. The aforementioned discount shall be provided at the sole discretion of the Nursery and the Nursery reserves the right to withdraw the discount at any time with immediate effect.
- 6.2 Where your Nursery offers a reduced fee rate after a child's birthday, that reduction will take effect from the first day of the following month. Where you are able to claim Childcare funding, fees payable may change the term after a child's 2nd or 3rd birthday in line with funding allocations, set by the local authority.

7. TERMINATION

- 7.1 You may terminate your child's place at the Nursery by giving us at least 1 month's written notice. You shall not be entitled to provide notice under this clause 7.1 until expiry of the initial 3 month from the date your child started at the Nursery.
- 7.2 Fees remain payable during the notice period. If you withdraw your child during the notice period or fail to give the required notice, fees remain payable in lieu of notice.
- 7.3 We may at our sole discretion end this contract, terminating the provision of childcare to your child, provided we give you at least 10 business day's written notice.
- 7.4 We may immediately terminate or suspend (at our sole election and discretion) your child's place at the Nursery, and not refund the balance of any Fees paid, if any of the following events occurs (not to be considered an exhaustive list):
 - 7.4.1 You fail to pay any Fees or other payments due in accordance with this contract;
 - 7.4.2 You have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time of us asking you to;
 - 7.4.3 You or a person connected with you displays inappropriate, abusive or threatening behaviour towards our staff, other parents, other children or any third party;
 - 7.4.3 Your child displays inappropriate or disruptive behaviour which endangers the safety or well-being of the other children. Where we elect to suspend the provision of childcare to your child under this clause 7.4.3, the suspension shall continue whilst we try and address the identified problem with you. If your child is suspended part way through a month, under clause 7.4.4 only, we may elect to give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro-rata basis. This credit may be offset against any sums payable by you to us. If the period of suspension under this clause 7.4.3 exceeds one month, either of us may terminate this contract with immediate effect by giving written notice;
 - 7.4.4 You are persistently late (3 times or more in any 4 week period would be considered persistent) in collecting your child by the official collection time of 6.00pm; and
 - 7.4.6 You persistently fail to comply with the Nursery Policies and Procedures.
- 7.5 You may terminate this contract with immediate effect by giving written notice if:
 - 7.5.1 we have breached any of our obligations under this contract and we have not put right that breach within a reasonable period after you have drawn it to our attention; or
 - 7.5.2 we suffer any event of insolvency.

8. CANCELLING YOUR CONTRACT IN THE 14 DAY PERIOD POST REGISTRATION

- 8.1 If you change your mind, you can cancel your contract with us at any time within 14 days of receiving confirmation of acceptance of your application (referred to in clause 2.1.1) from us.
- 8.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by telling us this clearly in writing (e.g. a letter sent by post or email).
- 8.3 To meet the cancellation deadline, you should send your cancellation notice to your Nursery Manager before the end of the cancellation period.
- 8.4 If you cancel within this 14 day period we will not be obliged to reimburse the registration fee payment and/or deposit payment made to reserve your childcare place.

9. LIABILITY

- 9.1 We accept no responsibility for any loss suffered by you, arising directly or indirectly, as a result of the Nursery being temporarily or permanently closed or the non-admittance of your child to the Nursery for any reason, this applies to absence due to sickness, holidays and Bank Holidays.
- 9.2 We accept no responsibility for children whilst in their parents care on Nursery premises. Responsibility will pass to the Nursery following successful signing in of the child and responsibility will pass back to the parent following successful signing out of the child.
- 9.3 We will not be liable to parents and/or children and/or any third party for economic loss of any kind, for damage to the child's or parents property, for any loss resulting from a claim made by any third party or for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if foreseeable.
- 9.4 Except in the case of death or personal injury caused by our negligence or any liability that may not otherwise be limited or excluded by law, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the fees that you have paid us.
- 9.5 We shall have no liability under or be deemed to be in breach of our contract with you for any delays or failures in our performance which result from circumstances beyond our reasonable control.
- 9.6 We shall not be liable to you should we be prevented, hindered or delayed in or from performing any of our obligations under these terms and conditions for any circumstance not within our reasonable control including, without limitation, default due to any act of God, epidemic, pandemic,

closure of the facility, any law or any action taken by a government or public authority, war, strike, lockout, industrial action, fire, flood, storm, drought, tempest, collapse of buildings, explosion or accident or demonstrations (whether general or partial stoppage); labour disputes of any kind or any industrial action of any nature whatsoever, staffing shortages, interruption or failure of utility service or other event beyond the reasonable control of the Nursery (**'Force Majeure Event'**).

- 9.7 We will take reasonable precautions which, having regard to all the matters known to us before the Force Majeure Event, we ought reasonably to take and we will use reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out our obligations to you in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible.

10. EMPLOYMENT OF STAFF

- 10.1 You agree that you will not at any time, whether throughout the continuance of this contract or for a period of six months after its termination, directly or indirectly (for example, via agencies) employ/entice away an employee with whom you have had contact or dealings with at the Nursery. If you are found to be in breach of this provision then you agree to pay to us a sum representing 25% of the relevant member of staff's gross annual salary at the time they leave our employment representing the costs to us of recruiting a suitable replacement.

- 10.2 We do not offer babysitting services as part of our childcare services. If you wish to use any of our employees or agents to provide babysitting services to you, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and we accept no liability to you for the supply of any babysitting services.

11. PERSONAL BELONGINGS

- 11.1 We advise you to dress your child in practical inexpensive items of clothing, clearly labelled with their name.
- 11.2 We have a wide range of toys and equipment at our Nurseries. Unless we specifically request otherwise your child should not bring any of their own toys to the Nursery. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.
- 11.3 We will make every reasonable effort to avoid loss or damage to your child's personal belongings however we will not be liable for any loss or damage to such items however caused.

12. ILLNESS & ACCIDENTS

- 12.1 You must immediately inform us if your child is suffering from any contagious illness and/or you reasonably suspect they have a contagious illness and must not allow your child to attend the

nursery if they are suffering from a contagious illness which could easily be passed on to another child.

- 12.2 If your child appears unwell during the day, we will contact you to collect them. If you are unable to collect them, other authorised contacts may be contacted.
- 12.3 We will inform you of all accidents and ask you to sign our accident/incident form.
- 12.4 In the event of an emergency, we will contact you immediately and your child will be taken to hospital and remain accompanied by members of our staff until you arrive.
- 12.5 We will not be responsible for your child contracting any contagious illness whilst at the nursery.
- 12.6 We reserve the right to administer emergency first aid and treatment when necessary.
- 12.7 For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Nursery to contact the parents but failing this, you authorised us to act on behalf of you and authorise necessary treatment.
- 12.8. We reserve the right to refuse any person (for the avoidance of doubt, including your child) from entering and/or attending the Nursery premises when following any guidance or similar issued by supervisory or government agency, body or authority having regulatory or supervisory authority over the Nursery.

13. DIETRY AND MEDICAL REQUIREMENTS

- 13.1 You must complete our standard child registration form prior to your child attending the nursery, detailing any dietary or medical requirements and any allergies, and immediately update us in writing of any changes to the information provided in this child registration form.
- 13.2 You must complete a medication consent form if you require our staff to administer any prescribed or pain relief medicines to your child.
- 13.3 You warrant that all information provided in accordance with this clause 13 is accurate and up to date at the time the information is provided.

14. PUBLICITY

- 14.1 From time to time we may photograph and video the children at the nursery. These images may be used for promotional purposes and may be shown in classrooms. If you do not wish for your child to be recorded or photographed please inform us in writing.

15. COMPLAINTS

If you have any concerns regarding the services we provide, please discuss these with your child's key person. If your concerns have not been resolved to your satisfaction, please contact the Nursery Manager. For our full complaints procedure please see Nursery policies and procedure which are available in accordance with clause 16.3.

16. GENERAL

- 16.1 We have a duty to report any instances where we consider that your child may have been abused or neglected to the relevant authorities and may do so without your consent and/or informing you.
- 16.2 You will receive a copy of the Nursery welcome pack and policy and procedures for parent's booklet. In addition to receiving the aforementioned, you are expected to have read and understood its contents and confirm you will act in accordance with all the provisions set out therein.
- 16.3 In addition to information supplied in accordance with clause 16.2, our full Nursery Policies and Procedures can be found in the Main Entrance Hall and/or The Nursery Manager's office and are available to view at any time on request and they form part of these terms and conditions. You must comply with our policies and procedures and by accepting a place for your child at the Nursery you acknowledge that you have read and accept our terms and conditions and policies and procedures.
- 16.4 Children from 9 months old may be eligible for Childcare funding. 2,3 and 4 year old funding may also be available. Please check your eligibility on www.childcarechoices.gov.uk Your child's nursery can provide more information regarding funding.
- 16.5 As the number of children with nut allergies is increasing, with the support of parents we aim to keep the Nursery nut free. Parents are requested not to send food or empty food packaging into the Nursery. Parents are also requested not to use creams, sun creams, oils etc. on their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.
- 16.6 These terms and conditions represent the entire agreement and understanding between you and us. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.

17. DATA PROTECTION

- 17. For the purpose of this clause 15 "Data Protection Law" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679) and the Data Protection Act 2018, and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to the use of personal data (including, without limitation, the privacy of electronic communications).

We will:

- 17.1.1 be lawful, fair and transparent in relation to how personal data is collected, stored and processed;
- 17.1.2 ensure we only collect personal data for specified, explicit and legitimate purposes;
- 17.1.3 use our best efforts to ensure all personal data that we hold is accurate and correct;
- 17.1.4 ensure we do not hold personal data for longer than is necessary for the purposes it was collected (being the fulfilment of our contractual and legal obligations to you and your child);
- 17.1.5 take appropriate technical and organisational security measures to protect personal data;
- 17.1.6 take all reasonable steps to ensure all partners, contractors and third parties who process any personal data on behalf of Forbury Gardens day Nursery Limited or its affiliates, do so in accordance with the requirements of the GDPR;
- 17.1.7 process personal data in a manner that ensures such personal data is kept safe and secure, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;
- 17.1.8 ensure all personal data provided to us shall only be used for the purposes of fulfilling our obligations under this contract, fulfilling our legal obligations and any other express instructions you provide to us; and
- 17.1.9 process personal data in line with your rights under the GDPR and in accordance with the terms of our Privacy Policy which is available on our website. Our Privacy Policy explains what your rights are under the GDPR and how you can exercise those rights in relation to any personal data we hold about you or your child.

18. NO WAIVER

Any delay by the Nursery in responding to any breach by you of these terms and conditions shall not be deemed nor operate as a waiver of that breach. If the Nursery expressly waives a breach of this contract by you, this will not constitute a waiver of any future breach.

19. VARIATION

We reserve the right to update / amend these terms and conditions and our policies and procedures at any time. We will seek to give you reasonable notice of any changes and we will notify you in writing (including by email) if we make any changes to these terms and conditions.

20. NOTICES

Any notice required to be given hereunder shall be delivered or sent by first class post to The Nursery Manager or by email, and any such notice shall be deemed to have been served: if delivered - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by email – at the time of dispatch.

21. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

I/we confirm I/we have read the above terms and conditions and agree to be bound by the provisions set out therein

.....
GUARDIAN/PARENT SIGNATURE

.....
Print name

.....
Date

.....
2ND GUARDIAN/PARENT SIGNATURE (if applicable)

.....
Print name

.....
Date