



The Berkeley Academy

Laidon Avenue, Wistaston, Crewe, CW2 6RU

Head Teacher: Mrs S L Gohr

Tel: 01270 845726

E-mail: admin@berkeley.cheshire.sch.uk



The Berkeley Nursery Terms and Conditions

THE STANDARD TERMS AND CONDITIONS OF THE BERKELEY NURSERY ARE SET OUT BELOW AND, ONCE SIGNED BY YOU, CREATE A LEGALLY BINDING AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE ENTERING INTO A CHILDCARE ARRANGEMENT WITH US. PLEASE RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

These Terms & Conditions

1. Until terminated in accordance with these conditions, we will provide childcare facilities from the date stipulated overleaf.
2. YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THESE TERMS AND CONDITIONS.
3. We may change these terms and conditions on **8 weeks' notice to you**. If you do not want to accept the changes then you may end your agreement with us by giving **4 weeks' written notice**.

Admissions

4. New starters to our Nursery will be admitted at the start of every term. Admission at any other time will only be agreed by the Headteacher if deemed an exceptional circumstance, such as a relocation.
5. Applications need to be submitted to the school office by the dates on the website.
6. Priority is given to existing Nursery Pupils for sessions, you will be notified 5 weeks before your start date if we cannot accommodate your request.
7. Once sessions have been agreed these stand for the duration of that term and cannot be amended unless it is deemed exceptional circumstances. In this case, please check with the school office as funding agreements can only be amended if agreed by Cheshire East Council.

Calculation of Our Charges

8. You are liable for childcare fees for the regular committed sessions booked with us at the rates in force at the date of your signature below
9. Extra adhoc sessions may be booked depending on availability and will be charged at our then current rates.
10. You must pay our charges even if you do not use the confirmed booked session because, for example, your child is sick or on holiday. This clause is equally applicable to regular committed sessions and ad-hoc confirmed booked sessions.
11. Fee increases will be advised at least 8 weeks in advance. If you do not want to accept the revised charges, then you may end your agreement with us by giving 4 weeks written notice.
12. Where you have 2 or more children attending our facility for services where a sibling discount is applicable this will be deducted from the lowest children's fees.
13. We will offer a twin/ multiple birth discount if the two children are attending the nursery at the same time.
14. Late pick-ups after 11.45am for a morning session or 3.15pm for an afternoon session will be



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charged at a rate of £10.

15. Free Early Education Entitlement Funding will be allocated where eligible. Any additional sessions will be charged at our current rate.
16. Government Grant funding will be defined as a number of hours allocated per week and will be charged directly to the local authority on your behalf. You will be invoiced the remaining balance of your childcare services in accordance with the payment terms below.
17. 3rd party assisted funding can be invoiced directly to the 3rd party in accordance with your wishes although you will remain fully liable for all fees should the 3rd party refuse payment.

Government Entitlement

18. The Berkeley Academy Nursery is registered to provide free childcare to children aged 3 years from the term after their third birthday.
19. The Berkeley Academy Nursery is registered to offer the Free 30-hour funding if a valid code is given.
20. The Berkeley Academy are registered to provide free childcare for Government funded 2-year olds.
21. Free entitlement is limited to 30 hours per week over 38 weeks between the session times 8.45-11.45 and 12.15-3.15.
22. All lunch club sessions must be paid for sessions. 11.45-12.15
23. All free entitlement must be used with the Nursery services.
24. Free entitlement is calculated in hours and does not have a monetary value.
25. Parents are obliged to pay for childcare where this goes beyond the free Government entitlement which will be charged in accordance with these terms and conditions.

Charges & Payment Terms

26. Invoices are sent out on the last school working day of each month. Invoices are payable by the 7th calendar day of the following month. e.g. an invoice issued on 20th December would be payable by the 7th January.
27. It is not possible to 'swap' booked sessions for alternative sessions on a temporary basis. However, subject to availability, extra sessions may be taken in addition to the regular booked sessions.
28. Please note that non-payment or late payment will constitute a breach of this contract and we reserve the right to take action to recover all fees due and our reasonable costs incurred in taking such action. These will be chargeable at the current rate.
29. Any unpaid fees requiring 2 reminder notifications will automatically incur a £12 late payment fee if payment is still not received within 3 working days of the reminder letter. A final demand letter will then be sent, if payment is still not received within 3 working days of the final reminder letter, then court action may be taken. If any court action is taken, then parents are responsible for the payment of the legal fees in full.
We reserve the right to charge interest on a daily basis in respect of the late payment of any charges due to us. Interest will be charged equivalent to the annual rate of 8% above the Bank of England base rate will be charged from the due date plus 45 days until payment on the balance.
30. Where you fail to give sufficient notice of a change to childcare requirements we will charge you in lieu of notice based on your committed booked services. This will be invoiced and payable within 14 days of invoice.
31. If you fail to pay our charges within the allocated due period, we reserve the right to end this agreement immediately and cease providing childcare services.

Notice Period

32. You must give us 4 weeks' notice in writing if you wish to end your childcare arrangements with The Berkeley Academy



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33. If you do not give us the required notice of any change or withdrawal, then you will be required to pay in full for each session for which notice has not been given and which we are not able otherwise to fill.
34. Your committed sessions will transfer from term to term whilst your child is eligible for the service booked unless you give us the required notice to terminate your place.

Medical Conditions

Prior to commencement of the service you will provide us with full and correct details of any prescribed medication that your child requires and fill out the medication form including:

- a. Name of medication;
- b. Dosage to be taken;
- c. Frequency of medication to be taken;
- d. The reason for the medication.

Data Protection

35. We are committed to ensuring that you and your child's privacy are protected, and that we have put in place safeguards to ensure that such information and data is protected.

Policies and Procedures

36. The Berkeley Academy policies and procedures will be made available to you through our website.
37. By accepting these terms and conditions you are agreeing to the use of and to abide by the approved policies and procedures within the Berkeley Academy.
38. The policies and procedures will be reviewed on an annual basis and all will be clearly marked with an approval and review date.

Collection of Your Child

39. If your child is to be collected from the nursery by someone other than their parent, that person should know the password we hold on our system.
40. In the event of parental separation, it is the responsibility of the parent who has legal custody of the child to inform the nursery of any restrictions regarding rights of access to the child. This needs to be supported by legal documentation.
41. If a child is not collected after a session and contact cannot be established with any provided contacts, then our uncollected child policy procedures will be followed.

Change of Details

42. If at any time during the course of this agreement, there is any change to your address or telephone numbers or similar number, you shall at the earliest opportunity, notify us by email or in writing. The above clause applies to all contacts held for your child.

Liability

43. We will not be liable under this agreement for any loss or damage caused by us or our staff in circumstances where:
 - e. We do not breach a legal duty of care to you or your child; or
 - f. Such loss or damage is not a reasonably foreseeable result of any such breach; or
 - g. Any increase in loss or damage results from breach by you of any term of this agreement or your failure to act reasonably.

Our Suspension or Ending of this Agreement

44. Subject to these terms and conditions, your child may attend our childcare facility for specified services until:
 - h. He/she attains an age no longer appropriate to the specified service; or



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- i. We give not less than 4 weeks' notice in writing ending this agreement; or
 - j. We request the withdrawal of your child from the facility on a temporary or permanent basis because:
 - i. He/she requires special medical care or attention which is not available from The Berkeley Academy or which is refused by the parent; or
 - ii. We have reasonable cause to believe that he/she may be suffering from a contagious or infectious illness and there remains a risk that other children or staff at the Nursery could contract such illness; or
 - iii. We consider our childcare facility to be inappropriate to his/her needs.
45. If we permanently withdraw a childcare place, we will not require any payment in lieu of notice by you.
46. In the event of habitual late collection of the child at the end of the day we reserve the right to end this agreement or charge an additional fee to cover our additional costs or retaining staff beyond their stipulated hours.

I / We agree to the Terms & Conditions set out above Child's Name Nursery:

Child's Name	Date:
Parent Name 1	Signed:
Parent Name 2	Signed:

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

Date of policy – 7th November 2023
 Date of adoption by Governing Body – 7th November 2023
 This policy will be reviewed every 3 years

Confirmation that the **Terms and Conditions** in respect of The Berkeley Academy has been discussed and approved by the Governing Body at the **Autumn** meeting of the **Full Governing Body**



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