

# Kids Planet Terms & Conditions

- This document constitutes an agreement between the nursery and the parent.
- The nursery is Kids Planet Day Nurseries Ltd
- The term 'parent' refers primarily to the person or persons who are legally responsible for the child in respect of whom an application has been made for a place with the nursery.
- When registering your child with Kids Planet, you will receive a Welcome Pack, outlining relevant Kids Planet policies, along with this registration form and details of all fees payable. – this does not apply to out of school club (OOSC)
- By completing and submitting this form, you apply to receive childcare services from Kids Planet, on the basis of the information provided to you and in agreement with the terms and conditions below.
- This agreement begins once Kids Planet has confirmed allocation to your child of a place in the nursery. This confirmation will be in writing and will follow careful consideration of the application.
- For the purposes of these Terms & Conditions, the term "nursery" refers to all nurseries and any other locations where care is provided by Kids Planet Day Nurseries, including but not limited to After School Clubs and Holiday Clubs.

By using our services, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions. This includes any updates or changes to the terms and conditions that may occur from time to time. Continued use of our services signifies your ongoing acceptance of these terms.



Kids Planet Day Nurseries  
231 Higher Lane  
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01925 753 448

CEO: Clare Roberts

## **1 Hours of business**

- 1.1 The nursery hours are Monday to Friday.
- 1.2 Some nurseries can open earlier than the standard times. These sessions are pre-booked.
- 1.3 Kids Planet nurseries are closed on bank holidays, and close early Christmas Eve and New Year's Eve, some of our nurseries have limited operation between Christmas and new year, please speak to your nursery manager to ensure you are aware of your specific nursery opening and closure times, fees remain payable during these closures.

## **2 Age range**

- 2.1 Kids Planet caters for children aged 6 weeks to 5 years in the nursery.
- 2.2 Some settings provide wraparound care for children up to 14 Years
- 2.3 Billing adjustments for some nurseries may vary depending on the child's age. Any changes to billing will be implemented in the month following the child's birthday.

## **3 Registration Fee**

- 3.1 There is a one-off registration fee of £100.00 in early years nursery and £25.00 in OOSC payable upon the initial registration of each family with the nursery. This fee covers the registration process, regardless of the number of children being registered at that time. If the family registers additional children at a later date, a new registration fee of £100.00 will apply.
- 3.2 Fully funded bookings are exempt from the Registration Fee.
- 3.3 Registration fees are charged to secure bookings, are payable in advance, and are non-refundable.
- 3.4 Dragon Camps OOSC will not charge a registration fee as parents are required to register themselves online

## **4 Registration and Start date**

- 4.1 The parent should fill out the appropriate application form and enclose the required items. A place cannot be guaranteed until relevant monies have been paid and forms returned to us. Kids Planet will acknowledge receipt of these items and confirm in writing whether the application has been accepted.
- 4.2 Parents should give Kids Planet the best guess start date when registering a child at one of our settings.
- 4.3 The estimated start date may be changed by the parent once, with one month's prior notice in writing.
- 4.4 Where further changes to the start date are made by the parent, one month's fees will be payable.
- 4.5 For OOSC where you use the online registration system 4.1-4.4 will not be applicable as this will be dictated by the parent

## **5 Variation and Amendment**

- 5.1 Parents should give not less than 4 weeks written notice of any reduction in the contracted services. Where less than 4 weeks notice is given, Kids Planet reserves the right to charge in full for the contracted services in place up to the date on which the 4 week notice would have expired, had it been given.
- 5.2 Parents are allowed one change per term to their contracted services, provided this change does not impact the funded hours claimed. If the change does affect funded hours, it will be implemented from the next term.
- 5.3 The nursery may in its absolute discretion change any of its terms and conditions, upon giving the parent not less than 4 weeks notice, unless required to amend sooner by new or amended legislation. Please note that this includes changes to our fees, charges, discounts and hours of business.

## **6 Payment of fees**

- 6.1 Most Kids Planet Day Nurseries offer both full and part time places.
- 6.2 For all year-round places fees are payable throughout the year, including bank holidays.
- 6.3 Fees are to be paid in advance on the 1st day of each month. In the event that the 1st falls

on a weekend, payment shall be due on the last business day preceding the weekend. This policy ensures timely receipt of payments and prevents any potential disruptions in service.

- 6.4 For adhoc OOSC sessions these are payable prior to attending the OOSC
- 6.5 Parents will receive an invoice on the child's start date. The amount due must be settled in full for the month or paid weekly prior to your child's attendance.
- 6.6 Standard sessions will be charged at a fixed monthly rate based on normal weekly attendance.
- 6.7 Extra sessions and added charges are invoiced when the session takes place or in advance. The amount due should be settled in full on receipt of the invoice or the amount will be added to the next direct debit.
- 6.8 Where a discount, including but not limited to sibling discount, is confirmed, it shall be applied from the first day of the calendar month following the date on which eligibility is established. Discounts will not be applied retrospectively.
- 6.9 Kids Planet operates on an all-inclusive basis, as reflected in our private fee. When paying the private fee without any applied funding, it encompasses all services, including meals. Government Funding is intended to deliver up to 30 hours a week of free, high quality, flexible childcare. Government funding is NOT intended to cover the costs of providing nutritious meals and snacks, other consumables such as sun cream and nappies, additional hours or educational outings and enrichment activities. We therefore charge separately for these items, reflecting the cost to our nursery and ensuring the sustainability of our offering. However, these are Optional Services, and should you wish to opt out of paying any of these additional fees, there are alternatives available to you. Alternatives may include bringing your own consumables, or your child being unable to attend extra curricular activities. For more information please refer to Kids Planet Fees & Funding information pack. To aid with business planning, opt-outs can be done termly, and we must know 30 days before the start of the term. Essentials & Extras are not charged on fully funded bookings.
- 6.10 OOSC may have meal, transport & trips costs in addition to your session cost.
- 6.11 A £100 charge will be applied if fees are not paid in accordance with the payment terms outlined in our Terms & Conditions. This charge will continue to accrue for every subsequent 30-day period that the payment remains overdue. Unpaid fees and charges may be referred to an external debt collection agency and will be subject to an additional 15% charge.
- 6.12 If payments are not kept up to date, the nursery reserves the right to refuse access to the site. Charges will continue to apply during this period.
- 6.13 If you anticipate that a payment may be late, please speak to the nursery manager. Alternative arrangements may be accepted at the company's discretion.

## **7 Gradual Admission**

- 7.1 Kids Planet operate a gradual admission policy, using 3 settling in session(s) which can be tailored to meet individual child and parent needs.
- 7.2 Parents can accompany the child during settling in sessions and may be able to observe their child during the settle, such as via CCTV in reception.
- 7.3 OOSC do not have gradual admission, if you would like to visit the OOSC prior to your child attending please speak to the setting.

## **8 Absence**

- 8.1 Parents remain liable for payment of fees paid over and above funded hours and will not be entitled to any refund or credit to fees, in the event of any period of child absence, for any reason, including but not limited to illness, holidays, temporary exclusion from the nursery for any reason, such as by public health agencies during an outbreak.
- 8.2 Alternative sessions cannot be issued in the event of any period of child absence.
- 8.3 Parents should contact the nursery as soon as possible to inform the nursery of their child's absence.
- 8.4 Kids Planet have a duty to inform the Local Authority in the event of prolonged unexplained absence and Local Authority funding may be affected.

## **9 Illness**

- 9.1 In order to prevent cross-infection and to ensure the children are cared for appropriately, a

child who is unwell must not be brought into nursery.

- 9.2 Kids Planet reserve the right, in line with its Illness, Injury and Infection Control Policy (and in its absolute discretion), to refuse admission to the premises until we are satisfied that there is no risk of cross infection and that the child is well enough to be in nursery.
- 9.3 If a child becomes unwell during the nursery day, the parent must arrange for the child to be collected from nursery, as soon as possible on notification from the nursery.
- 9.4 In the event that a parent refuses to collect their child following notification by the nursery, clause 12 may apply.
- 9.5 In the event of a medical emergency, Kids Planet will administer emergency first aid if necessary and alert emergency services, allowing them to administer emergency care as they see fit. Every attempt will be made to contact parents in these circumstances, but priority will be given to ensuring the well-being of the child.

## **10 Termination of Contract**

- 10.1 This contract can be terminated by either party, giving not less than 4 weeks notice.
- 10.2 Full fees will be payable for the 4 week period of notice, regardless of child attendance or absence or the reason for termination of contract.
- 10.3 Upon termination of the contract, with or without the required notice, the nursery will no longer be obligated to provide the contracted services.
- 10.4 In the event that notice is given to terminate a child's place at the nursery and the child is subsequently re-registered, a new registration fee will be applicable. Furthermore, the child will be placed at the end of the waiting list. Consequently, there is no assurance that the child will be able to secure a place in the nursery immediately or at any future date, as placement will be subject to availability.
- 10.5 Kids Planet have a duty to inform the Local Authority in the event a contract is terminated part way through a fully funded term.
- 10.6 Once a booking has been made for our OOSC, it is considered final and non-cancellable. No cancellations or refunds will be permitted under any circumstances. Please ensure that all details are correct before confirming your booking.

## **11 Happiness Guarantee**

- 11.1 If notice of termination of this contract is given within the first 4 weeks of the child's start date, the 4 week notice period will be waived. – Please note this is only applicable to permanent nursery bookings.

## **12 Exceptions to admission and Continued Registration**

- 12.1 The nursery reserves absolutely the right to refuse registration of a place in the nursery or to withdraw a registered place on a permanent or temporary basis, for any of the following reasons:
- Unpaid childcare fees. If a payment is missed for any reason, the parent will be notified and given 5 working days to settle the account. If these 5 days pass without payment, we reserve the right to withdraw the place immediately and pass it on to the next family in the waiting list.
  - Where care of a particular or specialist type is either required by the child or requested by the parent/ guardian and the nursery is unable to provide same or provision by the nursery is an unreasonable request or the parent/guardian refuses consent to the provision of same by the nursery;
  - The presence or actions of the parent/guardian or child are detrimental/potentially detrimental to the health, safety or well being of the child; any other child at the nursery or any employee of Kids Planet;
  - The parent/guardian is in breach of the Kids Planet policies, including the Health and Safety Policy and the Parent and Visitor Behaviour Policy;
  - Unexplained absence of 3 weeks or more.
- 12.2 So far as it is reasonably practicable to do so, the nursery will communicate the application of clause 12 in writing to the parent. If the exclusion is permanent, the written communication

will constitute notice of termination of contract, following which clause 10 will apply in its entirety.

- 12.3 The nursery reserves the right to refuse admission to Kids Planet premises following application of clause 12 and throughout the 4 week notice period, notwithstanding the application of clause 10.

### **13 CCTV**

- 13.1 With a view to protecting all parties, some nurseries have CCTV in situ, with cameras covering relevant areas. By confirming a place with Kids Planet you are confirming you accept the full use of this security tool. Please request our Data Protection and Privacy Policy for further details.

### **14 Non-Solicitation of Team**

- 14.1 The parent should not solicit or entice away or seek to entice away from the nursery's employment, any person employed by Kids Planet at the date of termination of this contract or within 6 months following termination of this contract.
- 14.2 A parent in breach of clause 14.1 will be liable to pay Kids Planet the sum equal to 2 month's salary of said employee.
- 14.3 Parents using Kids Planet staff for babysitting services outside their working hours, do so according to their own contracts and agreements with the staff members so engaged. Kids Planet do not sanction these arrangements and will not be held liable for any loss or damages incurred as a result of such arrangements.

### **15 Limitation of Liability**

- 15.1 Kids Planet will on no account be held liable for any loss suffered by the parent as a result directly, or indirectly of the nursery being temporarily closed without notice, or from the non-admittance of children to the nursery for any reason.
- 15.2 Kids Planet will on no account be held responsible for a child who is in the care of the parent on nursery premises. For purposes of liability, Kids Planet accepts responsibility for the child from the moment the child is signed in, to the moment they are signed out.
- 15.3 Kids Planet will on no account be held liable for any economic loss; loss of profits; loss of property or damage to property, suffered by the parent on Kids Planet premises or in connection with Kids Planet Day Nurseries or the contracted services provided. Child and parent personal property is brought into nursery at the sole risk of the parent.
- 15.4 Kids Planet will not be held liable for any adverse reactions or symptoms arising from medical conditions or medication.
- 15.5 Kids Planet will not be held liable for any incidents or accidents, unless found in a court of law to be a result of negligence.
- 15.6 All vehicles are left at the owner's risk.
- 15.7 Kids Planet will not be in breach of these terms and conditions or otherwise liable in any way, due to circumstances in which performance of contracted services becomes (permanently or temporarily) commercially impracticable, inadvisable, unlawful or impossible. Examples include, but are not limited to, pandemic; disease or infection; economic recession; flood; fire; acts or threats of terrorism or other forms of violence; war; 'acts of god'; industrial action; critical incident or extreme weather.
- 15.8 The term 'parent' in this clause 15 extends to persons to whom the parenting role is delegated by the parent, such as family members or friends collecting their child from nursery or used as an emergency contact.
- 15.9 Nothing in this contract, excludes Kids Planet's liability for any matter in which it would be unlawful for the nursery to exclude liability for.

### **16 General Nursery Obligations**

- 16.1 To provide childcare services and facilities agreed with the parent and to work with the parent, giving due consideration to reasonable requests.
- 16.2 To adhere to the Statutory Framework for the Early Years Foundation Stage (EYFS)\* as well as all associated legislation. This includes requirements for child learning and development; tracking and assessment, as well as safeguarding and welfare.

- 16.3 To employ suitable people, as defined in the EYFS\*, to care for the children. The nursery is also committed to ongoing staff development and training.
- 16.4 To work in partnership with parents, providing regular updates as to their child's well-being, progress and happiness.
- 17 General parent Obligations**
- 17.1 To provide the nursery with all relevant health, dietary and care requirements, notifying the nursery of any changes in condition, medication and needs. Notification of care needs should be in writing or via our OOSC online system and Kids Planet staff will help facilitate this by way of Kids Planet forms and risk assessments.
- 17.2 To provide the nursery with up to date parent contact details and emergency contact details, making all emergency contacts aware of the password required should they be contacted or admitted to the nursery.
- 17.3 To provide the nursery with details of any court orders, custodial arrangements or care arrangements affecting their child/ren. It may be necessary for Kids Planet to see a copy of any documents enforcing these arrangements.
- 17.4 To carefully read and consider permissions found on the Kids Planet Declaration of Consent, which informs the nursery about parent wishes with regard to many aspects of care, including (but not limited to) outings, application of suncream, unexpected medications and first aid.
- 18 Insurance**
- 18.1 Kids Planet has a comprehensive insurance policy available for inspection on request.
- 19 Data Protection**
- 19.1 The nursery processes personal data, including sensitive data
- 19.2 Kids Planet is registered with the ICO and complies with the General Data Protection Regulations (GDPR) and the Data Protection Act 2018.
- 19.3 All information required to fulfil this contract, including information about your child and bookings, will be maintained on a central system, Family. By agreeing to these terms and conditions, you are consenting to us using this system to store all necessary information.
- 20 Authorisation and Observation**
- 20.1 By completing the nursery application form, the parent acknowledges receipt and acceptance of the terms and conditions herein and agrees to be bound by them.
- 20.2 The parent furthermore agrees to the observation and documentation of their child's development.

\*In Welsh settings, the Care Inspectorate Wales National Minimum Standards