

## **TERMS AND CONDITIONS**

In these Terms and Conditions the following words and phrases shall have the corresponding meanings:

“Child”- shall mean the child or children of a Parent attending the Nursery from time to time.

“Fees”- shall mean such sum or sums as are due to Kidz Kabin from time to time in relation to a Child’s attendance at the Nursery.

“Kidz Kabin” “we” “us”- shall mean Kidz Kabin Pembroke Studios Limited a company registered in England & Wales under company registration number 7574367 with its registered office at Unit 3, Pembroke Studios, 139-141 Pembroke Road, London, N10 2JE.

“Manager”- shall mean the manager of a Setting.

“Nursery”- shall mean the pre-school nursery operated by Kidz Kabin at the Setting.

“Parent or Parents” “you” - shall mean each parent legal guardian or person having parental control and responsibility for a Child attending the Nursery.

“Policies”- shall mean the policies published by Kidz Kabin and updated from time to time, available by request or on their website [www.kidzkabin.com](http://www.kidzkabin.com).

“Setting”-shall mean either the Nursery operated from Pembroke Studios, Fortismere School or Shropshire Hall at which the Child is first enrolled.

### **1. ABOUT US**

- a) The Kidz Kabin ethos is based on the guidelines set out in the Early Years Foundation Stage, designed to help every child achieve the 5 outcomes in Every Child Matters.
- b) We value children as individuals and help them to achieve their potential. We provide a wide range of interesting resources and encourage children to explore and develop at their own pace. Kidz Kabin staff interact with children throughout the day, helping them to develop positive attitudes to learning. The safety and security of children in our care is of paramount importance.

### **2. FEES & OTHER CHARGES**

- a) Our Fees and Charges are available on request from each setting. They are subject to change at the discretion of any or all Kidz Kabin settings.
- b) Fees are inclusive of all statutory public holidays, three nursery inset days and Nursery closures. Nursery closures include Government interference, pandemics and all unforeseen circumstances beyond the control of the nursery. The nursery will always take a fair and measured view of individual circumstances in the case of forced closures.
- c) Monthly invoices are usually sent to Parents on or about the 1st working day of each calendar month and are payable by no later than the 7th day after invoices are sent. Invoices detail the amount due, any adjustments for the previous month and any other charges. We reserve the right to charge interest at 3% over the prevailing Bank of England Base Rate on any outstanding sums due to us.

- d) Whilst Childcare Vouchers and tax-free childcare from your government account are accepted, Parents are ultimately responsible for the payment of sums due to the nursery.
- e) Should you decide to request extra sessions these will be charged in accordance with our fees.
- f) No refunds or credits are due in the event of a Child’s absences, including sickness or holidays.
- g) Prior to settling in your Child and in order to secure a place at the Nursery you will be required to pay a non-refundable deposit and registration fee. All or part of the deposit will be used in the event of any sums due to us being unpaid or if insufficient notice is given in the event of a Child leaving the Nursery. In the event of a place at the Nursery being accepted and subsequently cancelled by you we reserve the right to forfeit any deposit paid.
- h) If we have to use all or part of the deposit you may be required to pay us an amount equal to the amount of the deposit utilised, to replenish your held deposit amount.
- i) Any unutilised deposit will, at the discretion of Kidz Kabin, either be applied towards the final months Fees or returned to the Parent within 28 days of a Child leaving the Nursery where proper notice has been given.

### **3. CLOTHING**

- a) It should be understood that a Child’s clothing may become soiled or dirty at Nursery. The Nursery will not be liable for the cost of or for replacing items of clothing that become soiled or dirty.
- b) You should ensure that all of a Child’s clothing is clearly named. You will be given a list of items to bring in before the settling in period. These are items you must provide for your child.
- c) You must provide a full set of spare clothing, indoor and outdoor footwear to the Setting. These should be appropriate for nursery activities.

### **4. REGISTRATION**

- a) Prior to the settling in period you will be asked to complete a registration form. We place great reliance on the information supplied so it is essential that you immediately advise us of any changes to the information you give us.
- b) For security purposes we will take and digitally store photographs of Parents. Photo identity of any third party authorised to collect a Child will also be required.

### **5. ILLNESS & INJURY**

- a) A Child should not attend the Nursery if suffering from any of the following; a high temperature, vomiting, diarrhoea, has any infectious disease, or has been given medication within 24 hours before attending Nursery. In any event you must immediately notify us if a Child displays any such symptoms. We do reserve the right to ask you to obtain a certificate from your G.P. confirming that a Child is fit to return to the Nursery.
- b) You must also notify the Nursery in writing of any accident or injury the Child may have suffered since last in the care of the Setting.

- c) A Child must be vaccinated with appropriate vaccinations for their age, including but not limited to the MMR vaccine, with the exception of a Child with a medical exemption. The Nursery will require proof of vaccinations at the appropriate age, for example by the age of 14 months for the MMR vaccine. The Nursery must see a valid medical exemption in the event of non-vaccination. A Child under the age of 12 months cannot receive this vaccine therefore this will not apply before that time.

For more details on this and further information on our medical Policy, please refer to our Policy on [“Administering Medicines”](#) and [“Managing Children who are sick, Infectious or have allergies”](#).

## 6. COLLECTING A CHILD

- a) You are responsible for collecting your Child and leaving the Setting by the agreed time. In line with general practice we levy a charge where a Parent is late.
- b) When dropping off or collecting a Child from the Nursery you must not park any vehicle so as to block the entrance to the Nursery or any adjoining or neighbouring property.

## 7. NOTICE REQUIRED

In the event that you wish to reduce any sessions attended by a Child or remove a Child from the Nursery you must give us not less than 2 months written notice. Notices for this and any urgent information should be given by email to [enquiries@kidzkabin.com](mailto:enquiries@kidzkabin.com) for Pembroke Studios, [fortismere@kidzkabin.com](mailto:fortismere@kidzkabin.com) for Fortismere nursery and [shropshirehall@kidzkabin.com](mailto:shropshirehall@kidzkabin.com) for Shropshire Hall with the Child's full name in the subject line.

## 8. EXTERNAL ACTIVITIES

We regularly organise activities outside the Setting and part of the registration process involves you signing a consent. Before every activity we undertake a full Health and Safety Assessment.

## 9. GENERAL

- a) Changing the days, hours or sessions of a Child's attendance or the Setting attended is not permitted, other than in exceptional circumstances, agreed with the Manager. Permanent changes to reduce days, hours or sessions will require the notice period of 2 months. The permanent addition of days, hours or sessions will be accommodated as quickly as possible. In all cases of changes to days, hours or sessions, the Manager shall have the final decision.
- b) Policies may be found [here](#) or may be obtained on request and the Parent agrees to comply with the same. In the event of any conflict between these terms and conditions and/or any policy, or matter referred to in our website these terms and conditions shall prevail.
- c) You are encouraged to view our [policies and procedures](#) from time to time as these may be altered by us in order to comply with changes in the law or best practice.
- d) If in the opinion of the Nursery and upon investigation it is considered necessary in the interests of the Child, of other children, or of the Nursery we will notify you of our decision to remove the Child from the Nursery. There will be no refund of fees for the balance of the term in which such a decision is made but in that event no charge will be made for fees in lieu of notice. The Manager's decision shall be final and binding.

- e) The Nursery is not liable for damages or losses of items belonging to the Child or Parent when in the Nursery or on a Nursery outing.
- f) In all cases other than those in which we have received a copy of a Court Order to the contrary, we regard both Parents as sharing responsibility for the Child and we regard the instruction or agreement of either parent as sufficient authority for taking a particular course of action with regards to the Child. Parents must ensure that they communicate adequately between themselves in regard of the Child.
- g) Information provided to Parents concerning the progress of the Child is given in good faith but without liability on the part of the Nursery. Parents should be aware that we may pass on information pertaining to the Child to his or her next Nursery or school.
- h) By providing us with an email address or addresses you are signifying that you are happy for us to communicate with you via email, in the knowledge that it can never be guaranteed as being 100% secure. We comply with GDPR laws in the UK. Parents are advised to be aware of exemptions for nurseries where health and safety is concerned. In circumstances judged by the Nursery to be deemed unsafe for a Child or where a Child is perceived to be at risk, the Nursery can share details with relevant authority parties as necessary and will do so without notice to or consent from the Parent.
- i) We operate zero tolerance in respect of abusive or aggressive behaviour. In the event of a Parent displaying abusive or aggressive behaviour whether physically, verbally, or in writing towards Kidz Kabin its employees or officers or any third party, we reserve the right to immediately terminate any contract for a Child's attendance at the Nursery without refund.
- j) Kidz Kabin accepts no responsibility or liability in the event of a Parent making a private arrangement for a member of staff to undertake any duties outside the Setting such as babysitting or taking a Child to or from the Nursery.
- k) Any enquiries or issues regarding your Child should be directed to a member of the management team at the Setting. You should not directly contact any member of our nursery room staff personally or outside of the nursery environment by whatever means.
- l) We reserve the right to immediately terminate a Child's attendance at the Nursery in the event of a Parent failing to pay any sums due or failing to comply with any of these Terms and Conditions or any of the Policies. We do not offer a credit facility and all fees must be paid in full by the end of each month. Failure to do so may result in your child being temporarily excluded from nursery until fees are up to date. This is done to protect both parents and nurseries as it will avoid parents owing large sums of money.
- m) We may at our absolute discretion and upon giving you reasonable notice, vary any or all of these terms and conditions and the Policies from time to time. The Nursery reserves the right to make alterations at any time to the way in which the Nursery is run, to the situation of the Nursery and any part of it, to the timetable of the day, week and year and to any aspect of the Nursery without reduction in fees.
- n) Any indulgence, relaxation or non-enforcement by the Nursery of its rights under these terms and conditions shall not act as a waiver of and shall be without prejudice to these rights.