

#### **Terms & Conditions**

The terms and conditions set out below are effective from 1st May 2025 and supersede all previous terms and conditions issued by Partou UK Limited and its subsidiary companies. All previous terms and conditions shall be of no force or effect from that date.

#### Welcome

Thank you for choosing Partou.

We know how important it is for families to know their children are being cared for in a safe, positive environment. We've prepared these terms and conditions to let you know what you, and we, need to do to make sure that everything goes as smoothly as possible.

Please read carefully and give us a call if you have any questions. We look forward to welcoming you to the Partou Community.

#### **About us**

If you need to get in touch with us about these terms and conditions, you can write to us at Partou UK, Ridgway House, Progress Way, Denton,

Manchester M34 2GP or alternatively email customerservice@partou.co.uk.

For all other matters please speak to the nursery manager.

Partou UK provides nursery care through a number of different nurseries around the country. Where we refer to 'the nursery', we are referring to the specific nursery that your child attends.

#### Your role

You will be asked to provide your name and contact details in the registration form. It's essential that you make sure that your contact details are correct so that we can contact you quickly in the event of any issues.

By completing and submitting the registration form, you confirm that you are the person or persons with full legal responsibility for your child, and therefore you are the person or people we should communicate with regarding any matters concerning your child and you are in a position to make any relevant decisions about your child. Where we refer to 'your child' through these terms and conditions, we are referring to the child that you have legal responsibility for.

The person or people named in the registration form will be legally responsible for complying with these terms, including paying all amounts due.

## Registering your child

To apply for a place for your child at the nursery you must complete a registration form.

We offer flexible booking to NHS employees only, but a minimum of 10 hours per week must be booked. Where eligible for funding, you must book in for the minimum hours of funding that is claimed. Bookings must be made six weeks in advance and sessions are offered on a first come first serve basis

For non NHS employees, a minimum booking of two sessions per week is required for all new enrolments. One session is equal to a morning or afternoon, session, a full day is equal to 2 sessions.

Before completing and returning the registration form, please carefully read these terms and conditions in conjunction with your nursery's individual key information and fees 'on the Partou UK website. These include more specific details about your nursery. By submitting your signed registration form, you are confirming your agreement to the terms set out in these documents.

We will check session availability and let you know in writing if we can accommodate your requirements.

We have a non-refundable registration fee of £75.00, which is payable per family unit. This means that you can register siblings (either at the same time or subsequently, whilst the first child is still attending) without paying a further registration fee, provided that all of those children are registered at the same nursery. This registration fee is payable by all families, unless taking up a funded only place under the 'Early Years Free Entitlement'. Under these circumstances, a registration deposit is required and refunded 12 weeks after your child has started at the nursery. If you wish to re-join the nursery and have no siblings currently registered the registration fee will be payable once more.

If it is the first time that you have registered a child with us, then you must pay the registration fee/registration deposit once you have received confirmation that the nursery has a place available for your child. Your place is not guaranteed until the registration fee/registration deposit is paid. If the registration fee/deposit is not paid within four weeks of us receiving the registration form, the registration process will be cancelled, and you will need to raise a new enquiry to restart the process if you are still in need of a place for your child.

When you register, you will be asked to provide us with the best guess start date. If you need to change that date, just let us know in writing at least six weeks before the start date you originally gave us. A new date is subject to availability at the nursery. If you do not give us at least six weeks' notice, six week's fees will be payable.

At the time of admission, you'll need to show us the original birth certificate to verify the name and date of birth provided. We will return the original birth certificate to you but will need to make a copy for our records (or you can give us a copy to keep). You will also need to confirm who has legal responsibility for your child.

#### What we will do

We will provide early years' care and education to your child at the nursery during the sessions that you have selected.

We will deliver this early years' provision in line with the Early Years
Foundation Stage (EYFS) statutory framework as well as all associated
legislation including the requirements for child learning & development,
tracking and assessment as well as safeguarding and welfare.

We will employ suitable team members (as defined in the EYFS) to care for your child and we will provide those team members with ongoing development and training.

We will work in partnership with you, providing regular updates on your child's well-being, progress and happiness.

### What you need to do

You must notify us in writing of all relevant medical, SEND (Special Educational Needs and Disability), dietary and care requirements your

child has, and let us know immediately in writing if there are any changes in your child's condition, medication and needs.

You must make sure that we always have up-to-date contact details for you and for any emergency contacts, and you must make all emergency contacts aware of the password required should they be contacted or need to be admitted to the nursery.

You must also provide us with details of any court orders, custodial arrangements or care arrangements affecting your child, including any changes to the person or people who have legal responsibility for your child. It will be necessary for us to see a copy of any documents relating to these arrangements.

You must carefully read and complete all points in the Needs and Permissions sections in the registration form to let us know your wishes regarding the care we provide to your child, such as in respect of outings, application of sun cream, unexpected medications and first aid.

# Keeping children safe

At Partou UK, to protect all children in our care and reduce team member illness we operate a well child policy. To minimise the risk of cross-infection and to ensure we can care for children appropriately, you must not bring your child to nursery if they are unwell. We reserve the right, in our absolute discretion, to refuse to admit any child to the nursery premises unless and until we are satisfied that there is no risk of cross- infection and that the child is well enough to be in nursery. Please refer to our "Well Child Policy" on the Partou UK website for more details.

If your child becomes unwell during the nursery day, you must arrange for your child to be collected from the nursery as soon as possible.

In the event of a medical emergency, our team members will (as appropriate) administer emergency first aid and alert emergency services, allowing them to administer emergency care as they see fit. Every attempt will be made to contact you in these circumstances, but priority will be given to ensuring the well-being of your child.

If you require our team to administer any prescribed medication to your child, you will need to complete the required documentation. In addition, our team may give your child certain types of non-medically prescribed medication, for example to reduce your child's temperature, respond to an allergic reaction or as they otherwise consider appropriate.

The EYFS statutory framework requires children to have daily access to the outdoors. To support this, families must provide suitable clothing for all weather conditions. In hot weather, all children must wear sun cream, which will be applied at nursery by our team members. Families must give written permission for sun cream application when registering their child. If a child cannot wear sun cream for medical reasons, this will be included in their care plan.

As the number of children with allergies is increasing, with the support of families we aim to keep the nursery ALLERGY FREE. You must not send your child to the nursery with any food containing nuts or empty food packaging that may have contained nuts. We will provide all meals from the nursery and do not allow packed lunches to be brought in by families, to avoid allergen risks and storage/handling issues.

Please also ensure that any creams, sun creams, oils etc. you use or provide for use on your child does not contain nut oil (such as arachis) or other allergens, as this may have severe consequences for another child or Partou team member.

We have an obligation under the child protection act, to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you. We may also share information in regard to SEND needs to relevant authorities and agencies.

# What you need to pay

The amount you pay depends on your child's booking pattern, age and eligibility for funding. For an up to date and detailed breakdown of the nursery fees, visit the nursery webpage and go to the fee section.

Any current discounts or promotions that are made available to families at the time of enrolment are displayed on the Nursery webpage in the fee section. We reserve the right to change or remove discounts and promotions, giving six weeks' notice for any changes. Only one discount can be applied at any given time and all eligibility criteria is available on the webpage. Blue Light discount is not applicable at Alexandra or Worcester Royal nurseries.

If you pay your fees in advance, we'll send you an invoice at least three working days before the start of each calendar month, letting you know how much is due for that month. The fees for each month must be paid by no later than the first day of the relevant month.

If your fees are calculated from actual booked attendance, these will be invoiced on a monthly basis and in arrears. All fees are due as per the date on the invoice.

The first month's fees may be paid by bank transfer, all other fees can be paid by bank transfer or direct debit. Some nurseries may accept debit card payment, please see your nursery manager to see if this is possible at your nursery.

We also accept Childcare Vouchers/Tax Free Childcare Payments. We are unable to set these up as a direct debit and payments must clear into your account by the first day of the relevant month, otherwise we will automatically apply the payment to the next month's fees and will collect the current month's fees by your chosen payment method.

We do not accept payment via Workplace Nursery Schemes. These include Yellow Nest, Enjoy Benefits and TEDS.

Government funded hours will be taken off the relevant invoice for the period to which they relate. Find out more about <u>eligibility for funded hours</u>. Government funded hours are capped at 10 hours per day and apply to the nursery's core opening hours only. Government funding is applied for 38 weeks of the year and covers term time weeks as determined by the local authority.

The fees we charge you, take into account the weekdays that the nursery is closed, so no refund is payable in respect of these days. Please see the individual nursery webpage for up-to-date opening hours and days that the nursery plans to be closed. We will issue six weeks' notice for any permanent changes to our opening hours or days in which we are closed. We do not provide refunds if your child is absent for any reason, for

example due to illness, holiday or as required under the nursery's policies and procedures, or if the nursery is closed for reasons which are outside of our control.

In addition to our standard fees, there are certain circumstances in which additional fees may apply. The additional fees which currently apply are as follows:

- Late pick up £15 charge for any day that your child is collected from nursery by 15 minutes or longer.
- Administration fee £25 for a failed payment

Additional fees as set out above, or fees for extra sessions, will be invoiced on the next billing cycle and are payable on receipt of the bill.

All fees are subject to review, and we may amend them by providing you with at least six weeks' advance notice. Where fees change because of your child's age, the new fee will apply from the first of the month following that change.

If any part of the fees is not paid by the required date then we reserve the right to either suspend or withdraw your child's place at the nursery, to charge interest on the outstanding amount at 4% above the Bank of England base rate and to refer the outstanding payment to our debt collection agency.

Payments should be made using the bank details contained on your invoice.

If you are struggling to keep up with your childcare payments, then please reach out to the nursery manager as soon as you can. We can help check

you're receiving the correct funding amount and identify other ways to help you keep your monthly bill manageable for you.

# Changing or cancelling your child's place at the nursery

If you would like to make any changes to the sessions that your child attends, or if you would like to cancel your child's place completely, please let us know in writing via letter or email to the nursery manager.

You must give us at least six weeks' notice of any reduction in requirements or cancellation. If you don't, you will still have to pay the fees for the six weeks following the date on which you gave us notice. Any reductions must be on a permanent basis, they cannot be for a period of less than one month. Please note that if you should wish to increase your sessions again, this will be subject to the nursery's availability and waiting list and cannot be guaranteed. We do not offer swaps in sessions on a temporary basis.

Term time only places are offered on a limited basis and dependent on the nursery occupancy and availability. Any changes to term time only or all year-round booking patterns are subject to nursery availability and occupancy and must take effect from the beginning of a term and cannot change mid-term.

All reference to term times is generally based on the school terms that the local authority sets. Funding hours can only be applied during the 38 weeks of the school term set by the local authority.

For any additional session requirements, we will do our best to accommodate your child, but this is subject to current and future availability.

We reserve the right to withdraw your child's place at the nursery at any time. We will usually give you at least six weeks' notice of this, but we may withdraw your child's place on shorter notice (or even immediately) if you breach these terms and conditions, including failing to pay any fees when they are due, or if we (at our absolute discretion) consider termination of your child's place to be in the best interests of the nursery or the welfare of your child, other children at the nursery or team members.

#### Our team members

We put a lot of work into finding and recruiting a strong team to care for your child and the cost of replacing a team member who leaves us can be significant.

We ask that you do not approach any member of our team to directly hire them or request that they provide any childcare services to any of your children outside of their attendance at nursery.

At Partou UK we believe that every member of our team plays a vital role in providing a nurturing and positive environment for the children in our care. We are committed to fostering a culture of respect, professionalism and kindness, where team members are valued, supported and encouraged to thrive.

We recognise the hard work, dedication and passion that our nursery teams bring to their roles each day. We are dedicated to creating a work environment where all team members feel appreciated, respected, and empowered to contribute their unique skills and ideas.

We expect families and visitors to treat our team members with the same level of respect and kindness that we expect from them towards the children in our care. Disrespectful behaviour, including verbal abuse or

harassment, will not be tolerated and could result in your child being removed from nursery.

# **Privacy**

We handle the personal data of you and your child, including personal data which is of a sensitive nature.

We are registered with the Information Commissioner's Office and comply with all applicable data protection law, including the UK GDPR and the Data Protection Act 2018.

Please be aware that, for everyone's protection, we may operate a CCTV system at the nursery, with cameras covering relevant areas.

From time-to-time we may have photographs taken of the children who attend our nurseries. These photographs may be used for promotional purposes. If you do not wish your child to be included in these photographs, please indicate this on your registration form and inform your nursery manager.

For full details as to how we use personal data, please see our Data Protection and Privacy Policy, a copy of which is also available on the Partou UK website.

#### **Concerns and issues**

If you have any concerns regarding the services we provide or wish to make a complaint, please discuss these with your child's keyworker. If these concerns have not been resolved to your satisfaction, please contact the nursery manager.

Your satisfaction is of paramount importance to us and any concerns/complaints will be reported to the appropriate area manager for review.

You can find our complaints policy on the website which includes access to a complaint form. Please use this form to notify us of any concerns that you are unable discuss with the nursery manager.

# Our responsibility to you

We are responsible for your child from the moment that your child is signed in until the moment they are signed out. You, or the person who is collecting or dropping off your child, is responsible for your child at all other times, including whilst they are on nursery premises when arriving or leaving.

We will provide a wide range of toys, equipment and learning resources at the nursery. Unless we specifically request otherwise, your child should not bring any of their own toys to the nursery. Any toys or other personal property brought onto nursery premises is brought at your sole risk. We may offer parking facilities at the nursery, but all vehicles parked in these facilities are parked at the owner's risk.

Whilst we do all we can to keep your child completely safe, accidents may happen from time-to-time. Our team members are trained to deal with accidents and will take the steps described in the "Keeping children safe" section if an accident happens.

However, we will not have legal liability to you for any incidents or accidents unless they are shown to be our fault.

If we agree to administer any medicines or similar treatments to your child, our team members will do so in accordance with your instructions. On rare occasions children can have adverse reactions to medication, even if they have not had a similar reaction before. In addition, administering medication may not always fully address your child's symptoms or avoid medical issues arising. If a medical incident occurs, our team members will take the steps described in the "Keeping children safe" section. We cannot accept legal liability for any medical incidents unless shown to be our fault.

We aim to open the nursery on every weekday other than on the designated closure dates outlined on your nursery's webpage, but on occasion we may need to close the nursery (or part of it) on additional days, including at short notice, for example where there are events outside our control such as, but not limited to staff shortages, outbreaks of disease or infection, flood, fire, acts of terrorism, extreme weather or industrial action. We cannot accept any legal liability to you for closures of the nursery or an inability to admit your child on a particular day.

Nothing in these terms and conditions in any way restricts or removes the rights that you and your child have as a matter of law.

## **Privacy & Data Protection**

By accepting the terms and conditions you give Partou the consent to retain and process information provided by the parent/guardian which

directly relates to their child, for the sole purpose of childcare. Such information will remain with the nursery for up to 6 years or be transferred to a school of your choice once your child leaves the nursery. For further information please refer to our Data Protection and Privacy Policy.

#### Insurance

We have a comprehensive insurance policy in place, a copy of which is available for inspection on request.

## Changes to these terms and conditions

These terms and conditions reflect how we currently work, but from time-to-time things might change. If we need to make any changes to these terms, we'll let you know at least six weeks before the changes take effect.

### **Getting in touch**

For any day-to-day queries or messages, please contact your child's keyworker.

For anything more significant, such as if you want to change the sessions that your child attends or cancel your child's place, or if there is any other issue where these terms and conditions say that you must let us know in writing, please email or write to the nursery and mark the correspondence for the attention of the nursery manager.

If we need to get in touch with you, we will do so either by phone, post or by email, using the details you provided at registration (or any updated contact details that you have provided to us subsequently).

For clarity, nurseries at Dulwich Sports Ground Day Nursery and Pre-school, Turney Road Day Nursery and Pre-School, Rosendale Road Day Nursery and Pre-School and Lancaster Avenue Day Nursery and Pre-School are the operating name of Bascule Limited (company registration 4382909).