

Stramash Nursery - Terms and Conditions

Booking and registration

1. To register, all parents/carers must:
 - complete a Local Authority Funding Form (where appropriate), and
 - complete a Stramash registration form, detailing in full any health, dietary, medical, medicinal, allergic or other additional needs, and the sessions required, and
 - show the child's birth certificate or passport, and
 - sign two copies of these Terms and Conditions (one for Stramash and one for themselves).
2. If the parent/carer delays the starting date for the child, any private fees for the place will remain payable from the agreed starting date, unless otherwise agreed with the Team Leader.
3. Parents/carers are required to provide sunscreen and midge repellent (when and where applicable) and, if the child is not yet toilet trained, all nappies, wipes and creams required for the child.
4. Stramash will endeavour to identify and make appropriate provision for children with Additional Educational Support Needs. We believe that the potential of every child in our care should be maximised, irrespective of ability, disability, race, gender and social background and to enable equal access to the curriculum in an environment where every child is valued and respected. Parents and carers must ensure we have all the relevant information regarding additional needs prior to registration to enable us to appropriately care for your child.

Opening hours and sessions

5. Stramash is open from 8.30am - 5.30pm, Monday-Friday.
6. Session times are:
 - Full day session: 8.30am – 5.30pm
 - Short day session: 8.30am-3.30pm
 - Half day session: 8.30am – 1pm, or 1pm – 5.30pm
7. Children are required to be registered for a minimum of 2 sessions per week (i.e. one full day or 2 mornings/afternoons).
8. Sessions at Stramash are set at registration and remain permanently booked for the remainder of the academic year.
9. If the parent/carer needs to add additional sessions we will accommodate this immediately if possible. If we cannot accommodate your request to increase sessions, we can put you on our waiting list.
10. Four weeks' notice in writing is required for any decrease in sessions or to terminate your place. Full fees are payable during this notice period whether or not the child attends.
11. Extra sessions must be paid for in full on the day of booking if attending the Oban setting, or will be added to your next monthly invoice for all other settings (Tornagrain, Elgin, Fort William). Extra sessions booked but not taken are not transferable except where exceptional circumstances occur and the Team Leader agrees to the change.

Closing dates

12. **Stramash Oban** is open for 48 weeks a year. It will close over Christmas and New Year in line with Local Authority school holidays, and for in-service days as published by the Local Authority. (These dates are available from the Local Authority website but will also be made available to you at the start of term from the Team Leader). Funded places will not be available from the 1st August through to the published start date of the school term, however private sessions will be available during this time to ensure continuity of childcare for children.
13. **Stramash Fort William, Elgin and Tornagrain** are open for 50 weeks a year but will close over Christmas and New Year in line with Local Authority school holidays. These nurseries will also close for in-service days as published by the Local Authority. (These dates are available from the Local Authority website but will also be made available to you at the start of term from the Team Leader). Funded places for children with “year round contracts” will start on the 1st August and finish on the 31st July.

Nursery fees

14. Stramash will issue invoices in advance at the beginning of the month. The invoice will show the breakdown of regular sessions, funded entitlement and any additional sessions taken. Invoices are emailed to the main bill payer named during the registration process. If the details of the main billpayer changes at any point, it is the responsibility of the parent/carer to ensure new contact details are passed on to the Team Leader.
15. Nursery fees are calculated from booked attendance. No refund can be given in the event of the child’s absence due to illness, holiday or any other reason. If a child is dropped off early or collected late then we reserve the right to charge for the whole of any additional session attended or part-attended.
16. If a parent/carer wishes to decrease or end their contracted hours, Stramash requires a 4 week notice period provided in writing. Stramash will invoice for this notice period regardless of attendance.
17. If a parent/carer has opted for a blended nursery placement (i.e. the child attends multiple childcare providers) and a change is made to the funded hour allocation at the other provider, the parent/carer must inform the Stramash Team Leader immediately in writing. Failure to do so will result in the parent/carer being liable to pay any difference from the date of the change.
18. Parents/carers must pay using one of the following methods:
 - Tax Free Childcare account
 - Childcare Vouchers
 - Direct debit via GoCardless payment
19. Payments for invoices are due 14 days from invoice date.
20. If a parent/carer is unable to pay their invoice on time, they should contact the Team Leader as early as possible to avoid late payment charges and to arrange a payment plan. Stramash may be able to support families who may be experiencing a period of low income or other financial difficulties.
21. Any accounts that become overdue will be served a reminder notice and Stramash reserves the right to add a Late Payment Fee of £10 to any overdue invoice. If full payment is not received, or a payment plan agreed, within 28 days of the invoice date, outstanding invoices will be passed onto a debt recovery agency. Any additional charges incurred by the debt recovery agency will be recharged to the main bill payer.
22. Where an account is in arrears, the nursery reserves the right to refuse to accept the child into the nursery or only to allow access during funded hours until full payment is received.
23. Details of Stramash’s current fees are available on our website and will be provided by Stramash Nursery Terms and Conditions - Updated November 2020

the Team Leader at registration. Stramash reserves the right to review the fees. In the event of there being changes to the fees, one calendar month's written notice shall be given.

Sibling discount

24. Where there is more than one child from the same sibling group attending the nursery, a discount of 10% will be applied to the eldest child's fees.

First aid, medication, illness and allergies

25. Children who are unwell should not attend Stramash. Stramash reserves the right to refuse entry to any child who the staff deem to be not well enough to attend the nursery, particularly if a child shows symptoms of a contagious illness, infection or has a temperature. This is for the welfare of that particular child and the welfare of the other children, staff and the wider community attending or associated with the nursery.
26. Children who have suffered from sickness or diarrhoea will not be admitted back to Nursery within 48 hours after the last bout. If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable other authorised contacts will be called. It is the responsibility of parents to keep us informed of any changes in contact numbers.
27. In the case of an infectious condition the recommended exclusion times apply. See [Infection Prevention and Control in Childcare Settings \(2018\) Health Protection Scotland](#) for details.
28. Stramash will administer both non-prescription and prescribed medicines if parents/carers complete a 'Medicine Consent' form (as per Medication Policy) however, the first dose of medicine must be given at home and parents/carers must take all medicines home at the end of each day unless otherwise agreed.
29. Stramash reserves the right to administer basic first aid and treatment when necessary, including the removal of ticks.
30. Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Stramash to contact the parents but failing this, Stramash are hereby authorised to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source.
31. Parents/carers are required to inform Stramash of any allergies/reactions to food, medicine, activity or any other circumstances that may cause their child to have an allergic reaction. Parents must provide details, in writing, of the severity of the reaction/allergy and must continue to inform Stramash of any changes/progress to the condition, in writing, when they become aware. Parents are required to inform Stramash of any changes to key information.
32. Where Stramash provides food we will work with you to provide suitable food for your child if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. Stramash will take all reasonable care to ensure your Child does not come into contact with certain foods with support from parents and external professionals should the need arise. Parents must not give their child nuts to bring into the nursery.
33. Parents/Carers must inform Stramash of any **lack** of vaccination which your child would ordinarily have had by their age.

Health, safety and absence

34. If you are going to be significantly late or absent you must text or phone the nursery mobile by 9.30am to notify Stramash you will be late or will not be attending nursery that day.

35. Stramash is obligated to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or carer, in accordance with our Safeguarding Children Policy.
36. Personal and intimate care will be provided by male or female members of staff and can include washing, dressing, toileting and nappy changing.
37. Stramash requests all personal toys, books or other equipment are left at home but recognises some children may need comforters to help them settle.
38. It is the parents'/carers' responsibility to ensure they label their children's clothing/bedding.
39. Stramash does not take responsibility for any loss or damage of property on its premises. Items such as buggies, bikes, scooters etc. are left at the nursery at the parents own risk.
40. Stramash provides a car park for use when dropping and collecting your child. Please ensure your child is supervised at all times in the car park. Please park courteously and be aware of your speed. Stramash is not liable for any accidents or injury that occur whilst using the car park.
41. Stramash maintains those insurances required by law. Copies of certificates are available for parents to view on site.

Staffing

42. In line with the requirement of our regulators, all Stramash staff are checked on commencement with Stramash through the Protection of Vulnerable Groups (PVG) to ensure there are no safeguarding issues of which we need to be aware. Suitable person checks also include, but are not limited to, identity verification, qualification checks, personal and employment references, medical checks and, where applicable, visas or permits to work in the UK.
43. Stramash observes the Care Inspectorate requirement relating to staff and children ratios. For 3 -5 year olds this is currently 1:8. For 2 year olds this is currently 1:5.
44. Parents/carers may ask staff to provide transport for their child or baby-sit outside nursery hours. This is a contract between the parent/carer and the member of staff, and Stramash has no involvement and takes no responsibility.

Policies and procedures

45. Stramash's policies and procedures are available on our website and can also be viewed on site by parents/carers on request. If you require clarification on any policies/procedures please speak to the Team Leader. All policies and procedures are reviewed on an annual basis.

Security and publicity

46. Stramash regularly photographs and videos children taking part in nursery activities as part of the child's portfolio and for the Care Inspectorate and Education Scotland's information as part of the inspection process. Imagery is never published without the consent of the parent/carer. Our guidelines are as follows:
 - Photographs in the nursery are only taken with nursery cameras or authorised devices such as tablet computers;
 - Staff personal mobile phones with or without cameras are not allowed to be used on site while working with children. They may be accessed during authorised lunch and break periods;
 - Photographs are vetted for suitability before being printed or published;
 - All children are dressed appropriately before pictures are taken;
 - No photographs are taken in sensitive areas such as toilets or nappy changing

rooms;

- Parents are requested not to use their mobile phones within the nursery premises unless permission has been given by the Team Leader.

If you do **not** wish your child to be photographed or recorded please inform the nursery in writing.

47. Stramash operates a password system where an agreed password is used when unknown adults are collecting a child. If your child is going to be collected by someone other than yourself (or those adults identified on the application form) then Stramash must be notified beforehand. We reserve the right to refuse a child to an unknown adult without prior notification from the main parent/carer.
48. Stramash observes the The Data Protection Act (DPA) 1998, and ensures all systems used are General Data Protection Regulation (GDPR) compliant. The DPA dictates what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular the DPA states that personal data relating to individuals must be stored securely and only used for legitimate purposes.

Complaints

49. If any parent has a cause for complaint or queries regarding the care provided by the nursery, they should in the first instance speak with either the Team Leader or the Senior Practitioner. The issues or concerns will be investigated thoroughly and a confidential written record of the meeting will be noted in addition to actions agreed.
50. If the issue remains unresolved or parents feel they have received an unsatisfactory outcome, then these concerns can be raised with the Chief Executive of Stramash:
Kenny Forsyth: kenny@stramash.org.uk
51. If you decide to contact The Care Inspectorate regarding any concerns you may have about your child's care or if you feel we have not handled your complaint appropriately their contact details are:
Care Inspectorate,
Compass House,
11 Riverside Drive,
Dundee DD1 4NY
Tel: 0345 600 9527
Email: enquiries@careinspectorate.com
www.Careinspectorate.com

Termination and suspension of childcare services

52. Parents/carers may end this agreement by giving four weeks' written notice. No specific reason for ending the agreement needs to be given, although naturally we would wish to understand the reason for the termination. Parents/carers will be liable for normal fees during this notice period.
53. Stramash may serve 14 days' notice in writing to terminate the contract. Upon termination of this contract the child shall cease forthwith to be admitted to the nursery.
54. Stramash reserves the right to end this agreement with immediate effect if:
 - a. you have not paid the agreed fees, or
 - b. you have breached your obligations under this agreement and you have not or cannot put right that breach within a reasonable period (as decided by Stramash and notified to you) of being requested to do so, or
 - c. your and/or your child's behaviour is deemed, in our sole discretion, to be unacceptable or endangers the safety and well-being of any of the other children or staff in the nursery, or
 - d. it is decided by the Stramash staff team and/or professionals involved in the child's

- e. care that the needs of your child are not being or could not be met by Stramash, or financial, business or commercial reasons compel Stramash to radically change the nature of the nursery's operations, including, but not limited to, permanent closure of the nursery, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy.

Naturally, Stramash will provide as much notice as possible given any of these events.

- 55. In addition, Stramash may suspend childcare for any of the following reasons:
 - a. if your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the nursery, or
 - b. where forces beyond our control compel us to either close the nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the nursery, industrial action affecting travel to and from the nursery, as a result of an Education Scotland or Care Inspectorate investigation, or any other incident not in our control. In the event that the nursery is compelled to close in circumstances beyond our reasonable control, we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents/carers due, for example, to loss of earnings or costs associated with alternative childcare. However, every reasonable effort will be made to minimise the disruption to service and cost to parents/carers.
- 56. None of the above compromises your legal rights if Stramash has been negligent.

Critical incidents and exceptional circumstances

- 57. In the event of an exceptional circumstance, such as Government-mandated lockdown, fire, flood or a pandemic such as Covid19, or any other exceptional circumstance requiring closure of a nursery or significant changes to nursery operations, the following applies:
 - a. Every reasonable effort will be made to minimise the disruption to service and cost to parents / carers.
 - b. Stramash reserves the right to continue to invoice parents/carers for up to 14 days from the date of the exceptional circumstance, in line with our cancellation policy. If at the time of an incident we have insurance for such risks, we will reduce the cost to parents to reflect any insurance proceeds received.
 - c. We reserve the right to significantly alter sessions and hours available, and we reserve the right to alter the charging policy.

Changes to these Terms and Conditions

- 58. Stramash reserves the right to change these terms and conditions at any time and will give you at least one month's written notice of our intention to do so.

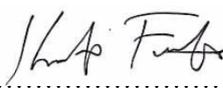
Agreement

I understand and agree to all of the terms and conditions above.

Parent / carer:

On behalf of Stramash:

Signature.....

Signature.....

Name

Kenny Forsyth, Chief Executive, Stramash

Date.....

Date...23rd November 2020 ...