



# Terms and Conditions

## 1. General

### **Age of Admittance**

4 weeks to 5 years of age.

### **Hours of Opening**

The Nursery is open Monday to Friday from 8.00am to 6.00pm, with an option of a chargeable early bird (7.30am opening). These places are limited and subject to availability.

### **Weeks Open.**

The nursery is open 51 weeks a year.

### **Settling In / Gradual Admissions**

It is our aim to allow all children time for settling in, so that the child can form relationships with their carers and become familiar within the nursery surroundings. Each child and their needs differ so the length of time for settling in varies from child to child. We find this normally consisting of 2-3 sessions. Prior to the child starting at Nursery, the Nursery Manager will arrange a home visit to meet with child and parents in a familiar environment and to complete Initial Assessment Paperwork to ensure a smooth transition into nursery.

Parents can then attend the nursery the week before the start date with the child for settling in until he or she is happy to be left and so that they can read all policies and procedures and ask any further questions.

### **Changes**

We reserve the right to make amendments to the terms and conditions of your childcare contract without notice. The current terms and conditions are published online.

### **Change of Details**

You must immediately inform us of any changes to your contact or child's details, such as allergies or medical information held.

### **Court order**

You must inform us if your child is the subject of a court order and provide us with a copy of such order on request.

### **Nappies**

Parents are asked to provide supplies of their preferred nappies and additional nappy changing materials when required. These will be tagged with each child's name.

### **Off Premises Visits**

Staff will occasionally take the children for walks or visits off premises during the



course of their sessions in accordance with statutory staffing requirements and parental consent being obtained.

### **Mobile Phone**

To ensure the safety and wellbeing of all children who attend our nurseries we enforce a no personal mobile phone usage within our settings. Should you be on your personal mobile phone as you arrive at the nursery can we please ask that you conclude your phone call before entering the premises and do not use this again until you have left the nursery.

### **Equal Opportunities**

We are an equal opportunities organisation, which makes decisions without regard to race, colour, sex, religion, national origin, age, disability, marital status or sex change status or any other factor protected by law.

### **Nursery Closure**

The Nursery is closed on public Bank Holidays. During the Christmas period the Nursery will close on Christmas Eve at 2pm and re-open on the first working day after New Years Day. The Christmas closure is still charged for if they fall on days your child normally attends. There are five bank holiday days throughout the year that are not charged for.

If the nursery that your child attends has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you.

If the closure exceeds 3 days in duration (excluding any days when the nursery would otherwise be closed), we will credit you with an amount that represents the number of days the nursery is closed in excess of 3 days.

### **Complaints or Concerns**

If you have a concern or complaint if possible please speak to the nursery manager or alternatively you can email the Nursery Manager. If you have any concerns regarding the services we provide, please discuss these with your child's keyworker. If these concerns do not get resolved to your satisfaction please contact the Nursery Manager. If concerns are still not resolved then contact the Nursery Owner, Jackie Davies.

### **Employment or Solicitation of Staff**

If, during this childcare contract and for a period of 6 months after the termination of this contract, you (directly or indirectly) employ or otherwise engage the services of any member of our staff who has had contact with your child under this contract then you will be liable to pay and you will be invoiced a fee of £2,000.00 as payment to us recruiting and training a suitable replacement member of staff.



## 2. Medical

### Emergency Treatment

Any child who attends Nursery and has an accident whilst in our care will be given basic first aid treatment by staff. This will include the treatment of minor cuts, bumps or bruises.

Any emergency treatment or medical advice will be permitted unless a parent states in writing otherwise. The Nursery does not accept any responsibility for treatment given against parent's wishes if we have not been informed otherwise.

### Accidents

All Parents will be informed and required to sign the accident form. In the case of a more serious accident or incident a child will be taken immediately to a doctor or the nearest hospital and parents will be informed.

### Sickness

The Nursery will make every effort to notify parents should their child become ill at the Nursery. Senior staff reserves the right to remove the child to hospital in an emergency. Please note minimum exclusion periods apply and must be adhered to; our policy and guidelines are available from the nursery manager.

### Minimum Exclusion Period for Nursery

Disease / Illness	Minimum Exclusion Period
Positive Coronavirus (COVID-19) infection or symptoms	Minimum exclusion period of 5 days
When on Antibiotics	First two days at home
Chickenpox	7 days from appearance of the rash
Conjunctivitis	24 hrs at home with prescribed medication
Diarrhoea:	48 hrs at home
Gastroenteritis	Until authorised by District Community Physician
Hand, foot and mouth	3 – 5 days from the appearance of the blisters
Impetigo	Until the skin is healed
Infective hepatitis	7 days from onset of Jaundice
Lice:	Until appropriate treatment has been given
Measles:	7 days from appearance of rash
Meningitis C:	Until recovered from illness
Mumps:	Unless the swelling has subsided and, in no case less than 7 days from the start of treatment
Plantar warts:	No exclusion should be treated and covered
Poliomyelitis:	Until authorised by District Community Physician
Rubella:	4 days from the appearance of the rash



Ringworm of Scalp:	Until cured
Ringworm of Body:	Seldom necessary to exclude provided treatment is being given
Scabies:	Need not be excluded once appropriate treatment is given
Scarlet fever:	No less than 3 days from the start of treatment
Tuberculosis:	Until authorised by District Community Physician
Typhoid fever:	Until authorised by District Community Physician
Vomiting:	48 hours at home
Whooping Cough:	21 days from the onset of paroxysmal cough

### **Contagious Disease**

For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities of the nursery. The Nursery reserves the right to refuse to accept children until the Nursery is satisfied they are not infectious. This is to protect other children from cross infection. The Nursery's exclusion policy is guided by the relevant local Authority.

### **Immunisations**

If your child has had an Immunisation injection, please keep them at home for 24 hours to ensure that they don't have an adverse reaction and/or have a temperature.

### **If in doubt**

If your child is suffering from a doubtful rash, sore throat, discharge from the eyes, nose, diarrhoea or any similar symptoms; please keep the child at home until the doctor has certified that the symptoms have disappeared. You must inform us immediately if your child is diagnosed with any allergy or intolerance.

### **Antibiotics**

If your child is prescribed antibiotics, please keep them at home until 24 hours dosage has been administered in case of adverse reaction to the medication. Antibiotics and medicines will only be administered by Nursery staff after the child has been taking them for more than 24 hours at home, and only then with written authorisation from their parent. All antibiotics must be prescribed by a doctor.



## **3. Child Security and Protection**

### **Child Protection**

Any child who attends the Nursery, irrespective of their racial origin, gender, physical or mental impairment, class, religion or cultural background has a right to protection from neglect, physical, sexual or any other abuse and it is our priority to keep children safe from harm whilst in our care.

The Nursery has a full written policy on Child protection which is available from the nursery manager.

### **Delivery of children**

Children should be delivered by parents/careers into the care of a Nursery Staff Member and entered into the attendance register.

### **Collection of Children**

Children will not be released into the care of anyone other than those named on the childcare registration form unless authorised by the parents personally, by telephone or in writing. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

In addition, a personal visit of introduction by the parents, of anyone who will be collecting the child on occasions is encouraged so we are able to confirm their identity.

You are required to inform us immediately if you are unable to collect your child from nursery by the official collection time. All collections must be by an adult over 18 years of age.

### **Social Services**

It is our obligation to require or seek professional advice or actions from the local social services team if we suspect a child is suffering from harm. We have an obligation 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.

### **Behaviour Management**

The Nursery has a written policy on behaviour management which is available from the nursery manager.

The use of any form of physical chastisement, verbal humiliation, or aggressive handling of a child is not acceptable at the Nursery.



## 4. Property and Premises

### **Personal Property**

The Nursery does not accept responsibility for loss or damage of personal property brought on to the premises by children or parents.

### **Clothing**

Parents are requested to send children in easily washable, clearly labelled clothing which is appropriate to the weather conditions. Please discourage your child from bringing items of value to the Nursery. Please provide a spare set of clothing for your child in case of an accident or the need for change of clothing

### **Car Park**

Drivers are asked to drive at a very slow speed and be cautious before setting off. Any vehicle parked in the Nursery car park is parked at your own risk.

## 5. Food and Drink

### **Water**

Fresh drinking water is available to all children throughout the day.

For the older children water is available for them to help themselves when thirsty, this promotes independence and self-help skills. For the younger children water will be available and offered throughout the day alongside designated snack and meal times in either beakers or cups depending upon the age and stage of development of the children.

All children will be encouraged by the staff to drink water throughout the day as part of our commitment to offering healthy food and drink options.

### **Meals & Snacks**

Children will be provided with drinks and snacks at regular morning and afternoon snack times along with a nutritious breakfast, lunch with pudding and light afternoon snack. Menus are displayed on the parents display board; these include age and stage applicable meals and vegetarian options. All special dietary requirements will be catered for.

For Health and Safety reasons we do not accept children bringing in their own packed lunch.

### **Nut Allergy**

As the number of children with nut allergies is increasing with parental support we aim to keep the nursery NUT FREE. Parents are requested not to send any food or food packaging materials into the nursery. Parents are asked to check that no food is left in their child's bag when bringing it into nursery.



### **Milk Feeds**

Formula bottle feeds should be supplied prepared and labelled by parents and brought to the Nursery each day where they will be stored at the correct temperature until required. Bottles will be rinsed and sent home every evening for sterilisation.

## **6. Childcare Registration**

### **Confirmation of Your Childcare Place**

We will confirm your childcare place within 7 working days as this is subject to childcare place availability. Should there be no availability for requested days, you will remain on the waiting list until a place becomes available or you notify us that the place is no longer needed.

### **Registration Fee**

An initial childcare registration fee of £150 plus a £50 non-refundable admin charge for a 2 – 3 day per week booking or £350 plus a £50 non-refundable admin charge for a 4 – 5 day booking is payable to reserve your childcare place. The registration fee will be refunded against your final months invoice, subject to the nursery receiving 30 days written notice of termination of the childcare place. The registration fee and admin fee is non-refundable in case of cancellation or termination of your childcare place.

### **Reserving a Childcare Place**

We are able to reserve a childcare place and booking pattern no more than 6 months in advance of your child's start date. Should you wish to extend this 6 months period then you will be required to pay your childcare fees in full from the 7th month onwards to keep your childcare place open.

### **Schedule of Fees**

The schedule of fees are available from the nursery manager.

## **7. Booking Pattern**

We do not charge for the 5 of the 8 public holidays and therefore fees are calculated on a 51 week booking pattern with itemised and actual use invoices. Please note, invoice values will change in accordance to the number of days in the month.

### **Full Days**

Full days are calculated from 08:00am to 6:00pm,

### **Sessions**

Sessions are calculated from 8am to 1:00pm or 1:00pm to 6:00pm.

### **Regular Booking Pattern**

We accept 2 day, 3 day, 4 day and 5 day weekly booking pattern or 2 sessions



### **Term Time Only**

We are unable to accept term time only booking patterns unless the child attends nursery through the government funded 15 or 30 hours only. If a child attends additional hours to their funded hours outside of the 38 weeks term time only, they will be charged for their whole booking pattern (normal funded days plus additional days).

### **Change of Booking Pattern**

To increase your booking pattern we require 24 hours' notice subject to availability. To decrease your booking pattern you must provide us with thirty (30) days' notice in writing or by email to the nursery manager.

Should insufficient notice be given then you will be invoiced for the full childcare fees for thirty (30) days' notice from the date of any change as if the hours had not decreased.

## **8. Absences**

### **Absence**

Fees remain payable for periods of absence (Holidays and Sickness) as the child's place is kept open and staff and associated costs continue to accumulate and be met by the nursery.

For Covid 19 related absence, refer to separate Nursery Policy

## **9. Flexible Funding Sessions**

### **15 Hours Funding**

Flexible funded sessions is available for all 3 and 4 year old children, regardless of parent income, from the term AFTER the child's 3rd birthday. your child will be entitled to 570 hours of funded education, please see our [schedule of fees for funding](#) and our [admissions policy](#).

### **30 Hours Funding**

The nursery does offer 30 hours funding (an additional 570 hours funded education) to parents who fit the criteria, subject to availability. please see our [schedule of fees for funding](#) and our [admissions policy](#). Parents need to obtain their funding code to give to the nursery in advance of funding deadlines set down by the government. This needs to be renewed every term. It is the parent's responsibility to obtain this code. Should a code not be obtained in time then no funding will be given, and fees will be chargeable in full for that term.

## **10. Childcare Vouchers**

### **Childcare Voucher Payments**

Currently each parent is able to claim £243 (high rate tax payer) or £124 (standard rate tax payer) per month.

The voucher company pays the nursery directly.



## 11. Additional Days/Sessions

### Early Birds

Should you require additional childcare in the morning from 07:30am to 08:00am, then an additional half hour charge will be applied to your monthly invoice. Places are limited and subject to availability and should be booked a week in advance.

### Late Pick Up

Should you be late picking up (after 6:00pm) then an additional charge of £10 for every 10 minutes will be applied to your monthly invoice.

### Additional Hours (Sessions)

Should you require additional childcare in the afternoon from 12pm to 1pm or 1pm to 2pm, then an additional one hour charge will be applied to your monthly invoice. Please note that collection after 2pm will be invoiced as a full day until 6pm. Places are limited and subject to availability and should be booked a week in advance.

## 12. Payment of Your Education Fees

### Your First Invoice

We will create your first invoice from your child's first day of attendance until the end of the month.

This invoice must be paid in advance before or on your child's first day of attendance.

Payment of Fees (Monthly in advance)

Fees are due monthly in advance no later than the 1st of each month.

We accept payments by Credit Card, Debit Card, Direct Debit, Standing Order or Online payment method only.

Under exceptional circumstances we may agree to payment by cash; however, it is your responsibility to obtain a receipt from the nursery manager as your proof of payment.

### Additional Service Fees (Monthly in arrears)

Additional hours for early bird, late pick up's and additional sessions are invoiced on the following months invoice.

### Your Final Invoice

We will create your final invoice from the date of your termination email. You will be required to pay the full fees for the thirty (30) days' notice. It is your responsibility to obtain a receipt from the nursery manager as your proof of termination. Your child may attend during this time unless you have breached the childcare contract terms and conditions.

### Non Payment of Fees

If the payment of nursery fees is outstanding after the 7th of the month, an additional charge of 10% of all outstanding fees will be charged. The Nursery Manager will issue a reminder for outstanding fees including the 10% charge. This charge, along with outstanding fees must be paid within 7 days. This reminder will



be regarded as a formal demand for all outstanding money. If all outstanding fees (including 10% charge) are still not paid at this point then the child's space will be suspended and the full amount of outstanding fees will be passed to our debt collection company. The debt collection company will then take on the management of this debt which will then incur their charges (20%) You will be liable for all associated debt collection fees and court costs. The nursery will no longer have any control over this debt. The nursery also has the option to escalate any outstanding debt and additional costs applied to the Small Claims Court. The cost of doing this will be added to the outstanding debt. The child will not be allowed back into nursery until all outstanding money has been received and subject to the availability of the childcare space.

## **13. Cancellation of Your Childcare Place**

### **Termination of Contract**

If you no longer wish to maintain your child's place at the Nursery you will be required to give thirty (30) days' notice in writing or by email to the nursery manager.

We reserve the right to exclude a child from Nursery for any breach of the childcare contract. We may terminate your childcare contract if your child's behaviour at the nursery is deemed by us to be unacceptable or endanger the safety and well-being of other children and/or staff at the nursery.