



Terms and Conditions

Whilst we try to keep our terms and conditions as brief as possible, as we are caring for very young children we are naturally obligated to many rules, regulations and also a good deal of legislation. We take our responsibilities very seriously and in that regard we have to be very clear to our parents and carers about the framework within which we operate. Please take time to read the following pages as it will help us provide and maintain the highest standards of care.

The terms and conditions detailed in this document represent the key elements of our registration and booking agreement. However, as you can appreciate there is a significant amount of day to day detail which cannot be reasonably contained in one document. Consequently, you are also provided with supplementary information, as well as the exchange and communication of documentation (hard copy and email), policies, procedures and reports.

Your acceptance of our terms is initiated at the Registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time at Early Days Nursery Ltd is dependent on the partnership between the Nursery and our parents and carers. Please do not hesitate to let us know if you wish to discuss the terms further.

1. Definitions

Unless the context otherwise requires:

"parent(s)", "you", "your" means any one or more parents and/or guardian(s) of the child and you all jointly and severally.

"Nursery", "we", "us" means Early Days Nursery School Ltd as now or in the future constituted and or the Directors and any person to whom any of their functions has been delegated.

"child" means the child named on the Registration Form.

"fees" means the fees at the rate we set from time to time and current at the start of each term. Fees include any registration fees payable.

"term" means each of the three terms of the Nursery School year: Autumn, Spring and Summer. The duration of the term is at the discretion of the Nursery.

2. Registration

- 2.1 The offer of a place is at the sole discretion of the Nursery and is subject to a place being available on the times and days requested.
- 2.2 There is no discrimination when admitting children to the Nursery with regards to sex, ethnicity, or race. Where appropriate, equipment and activities will reflect all nationalities.
- 2.3 The Registration is not complete until the Registration Form has been signed and returned to the Nursery along with the agreed deposit and registration fee paid by **online bank transfer**. This deposit will be returned when your child eventually leaves the Nursery provided that the balance on your account is at zero and bank details for return of payment have been provided. The registration fee and deposit is waived for 2 year olds and 3 and 4 year old children who receive government funding, providing that no additional services or hours outside of the funded entitlement are required.
- 2.4 Should you cancel your place before you start, the deposit paid will be forfeited. This is because in reserving your place, it is likely we will have turned away another prospective family.
- 2.5 Changes that do not reduce the number of sessions booked, to swap days for example, or changes to increase the number of sessions booked, can be made as available prior

to your start date. Decreasing the number of sessions booked prior to your start date will be reasonably considered taking into account circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your registration and withhold all or part of the deposit if the decrease is greater than one full day or two half sessions or when there is an unreasonable delay to the start date.

- 2.6 Prior to starting your booking, we can provide up to 2 settling in sessions free of charge. In the very unlikely event that a child does not settle at the Nursery, (1) the parent/carer may terminate the booking with 2 weeks' notice and with no loss of deposit. (2) the Nursery reserves the right to terminate the booking giving 2 weeks' notice with no loss of deposit if we feel we have acted with all due care to settle a child and in our opinion it has been unsuccessful.
- 2.7 Once a place has been taken up, the Nursery requires a full term's written notice of any decreases in sessions.
- 2.8 Children who attend Hedgehogs (under 2 years) will automatically transition into Cubs (2 years) and then Bears (under 3-5 years). There is no need to reapply.

3. Hours and Times of Operation

- 3.1 The Nursery is open Monday to Friday between 7.30 am and 6.15 pm for 51 weeks per year, closing only between Christmas and New Year and on Bank Holidays. We offer a breakfast session (including a breakfast) from 7.30 am to 8.45 am and an early morning drop off (with no breakfast) from 8.00 am to 8.45 am. Either of these sessions can be added to a morning or full day session. Morning sessions are only available for children aged 2 and under and run from 8.45 am until either 12.30 pm or 1.30 pm. Full day sessions run from 8:45 am with pick up times at 4.00 pm, 5.00 pm, 5.30 pm or 6.15 pm. We offer afternoon only sessions for all children.
- 3.2 The Nursery operates on a three term basis which equates to up to 40 weeks dependent on exact term times. Term times are set by Oxfordshire County Council and map to local schools. Term dates for each year are available on our web site, detailed on the notice board in the corridor and handed out to parents/carers at various times during the year.
- 3.3 Attendance during Easter, summer and pre-Christmas holidays as well as half terms (February, May and October) is optional. During these times, the Nursery runs Holiday Clubs which parents can book as additions to regular term times and allow for seamless childcare all year round.
- 3.4 There is a minimum booking commitment for children aged 2 years and under of two afternoon or morning sessions and for children aged 3 and over of two full days (minimum 8.45-4.00 pm). Bookings must be for the same session(s) each week. It is not possible to swap days: for example, a normally booked Thursday cannot be swapped for a Friday on either a one off or temporary basis. Additional days can be accepted as a chargeable extra and are subject to availability.
- 3.5 Children transitioning from Hedgehogs/Cubs (2 years and under) into Bears (2 years and over) may continue with their morning only sessions for one term before needing to switch to full days (minimum 8.45 am to 4.00 pm).
- 3.6 The Nursery commits to opening during all weather conditions for as long as it is deemed safe. In the case of severe weather, the Nursery will take a measured decision and parents/carers will be contacted by telephone and asked to pick up their child/children. It is very important that parents/carers cooperate with our decision as Ipsden is a small village with only a few access roads. We do not refund monies if the Nursery has to close for severe weather.
- 3.7 There is no minimum number of days set for Holiday Club bookings.

4. Fees

- 4.1 Fees are the joint and several responsibility of each person who has signed the Registration Form or who has parental responsibility for the child or has paid fees or who has given instructions to the Nursery in relation to the child.

- 4.2 Fees are invoiced per term for funded children aged over 3 years and per half term for children aged under 3. We will provide statements on the standing of your account at the beginning of each month.
- 4.3 All on-going fees are payable within 14 days of invoice date by online bank transfer or Childcare Vouchers.
- 4.4 Extra sessions are payable in arrears in the term or half term following the booking.
- 4.5 Two months' notice for an increase in fees is normally given but we reserve the right to increase fees at any time without notice and without any of the Terms and Conditions being affected.
- 4.6 We are unable to refund fees for sessions not taken due to illness, absence, holidays or where the Nursery is forced to close due to circumstances beyond our control. We do not provide discounts for holidays or extended periods of absence. Please note that if you choose to travel abroad during a pandemic, the Nursery will require you to follow all government protocols in regard to self-quarantining on your return and you will be liable for all fees during this time.
- 4.7 Due to the staffing and resource requirements laid down by OFSTED, children who are dropped off early or collected after their booked time will incur an early drop off or late collection charge as outlined in our fee schedule. These charges will be invoiced in arrears in the term or half term following. **Please note that we cannot guarantee accepting any child that is dropped off earlier than their booked time due to staff/child ratio requirements as these cannot be compromised.**
- 4.8 The Nursery does not charge fees on Bank Holidays.
- 4.9 Holiday Club invoices are non-refundable in the case of cancellation or non-attendance once the booking has been received by the Nursery.
- 4.9 An account is deemed paid when monies are deposited directly into the Early Days Nursery bank account, details for which are found on our invoices.

5. Recovery of Unpaid Fees

- 5.1 The Nursery reserves the right to charge interest on late fees at the rate of 8% above the Bank of England base rate. Children may be excluded from the Nursery if fees remain outstanding beyond 30 days from their due date.
- 5.2 All costs incurred in the collection of unpaid fees, including our administration costs billed at £75 per late invoice, and any costs and disbursement paid to solicitors or collecting agencies acting on behalf of the Nursery, shall be recoverable in full.

6. Funding

- 6.1 Government funding is available for some 2 year olds that meet eligibility criteria, as well as **all** 3 and 4 year olds from the term after a child turns 3. Government funding covers 38 weeks of the academic year.
- 6.2 Parents/carers claiming Government funding from the Nursery should ensure that they are not claiming more than their statutory allowance. The Nursery offers both 15 and 30 hours funding. All 3 and 4 year olds are able to claim a minimum of 15 hours of funding and some families may be able to claim for up to 30 hours of funding providing they meet eligibility criteria.
- 6.3 The DfE's guidance on funding states that Government funding is intended to deliver free, high quality flexible childcare. It is not intended to pay for the costs of drinks, snacks, other consumables, extra hours or additional services. We ask parents to pay an additional services/consumables fee per funded hour, as well as our normal charges for breakfast, hot lunches and cold teas (if applicable). Any additional hours that your child attends over and above your free funded hours are billed at our non-funded hourly rate for 3 and 4 year olds. The additional services/consumables fee includes and is not limited to woodland school, supplemental learning (e.g. Mini Professors), digital learning, book lending scheme, Tapestry Journal, in-class cookery, gardening, music and

movement, niche staff training, end of term/year parties and events (e.g. sports day), in-house chef, snacks, drinks, art and craft supplies plus consumables (e.g. hand towels, soaps, disposable gloves, aprons, baby wipes), etc. This list is not exhaustive.

- 6.4 We do make provision for families that would like to opt out of paying the additional services/consumables fee by offering afternoon sessions between 12 noon and 6 pm. These fully funded sessions cannot be combined with morning session hours.
- 6.5 The Government provides funding for 38 weeks of the academic year, however, an academic year can run for up to 40 weeks which means that there may be up to 2 weeks per academic year for which parents will be liable for the full fees for attendance. The Government decides how many weeks of funding are provided each term and how they apportion those 38 weeks across the academic year. No more than one week at the full fee amount will be invoiced on any given term when this situation arises.
- 6.6 The early years Pupil Premium (EYPP) is additional funding for early years settings to improve the education they provide for disadvantaged 3-4-year olds. Forms are given to all 3-4 year olds families to see if they are eligible for the premium. The Nursery along with parents' views make a decision on how the funding is best spent e.g. training, one-to-one support or resources.

7. Termination and Removal of Services

- 7.1 You may end this agreement by giving one full term's written notice. For example, written notice received before the first day of the Autumn Term expires at the end of that term; written notice received during the Autumn Term expires at the end of the Spring term.
- 7.2 Notice must be given in writing to the Nursery Manager. Notice given verbally or given in writing to any other person will not count as good notice. Notice shall not be deemed to have been received by the Nursery unless you have received written confirmation of receipt by the Nursery.
- 7.3 If, in the opinion, of the Nursery it is considered necessary in the interests of the individual child, of other children, or of the Nursery to request the parent to remove the child from the Nursery there will be no refund of fees for the balance of the term in which such a request is made, but in that event no charge will be made for fees in lieu of notice.

8. Staffing

- 8.1 Staff are checked on commencement with the Nursery through the Disclosure and Barring Service 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. In some cases, because of the length of time that this process takes, a person may start work pending clearance provided they are at no time left looking after children on their own.
- 8.2 The Nursery observes the OFSTED regulations relating to staff and children ratios which are currently 0-2 years 1:3, 2-3 years 1:4 and 3 to 5 years 1:8. In practice, our ratios exceed the minima.
- 8.3 Where a member of staff, within 3 months of leaving the employment of the Nursery, is employed by a parent/carer to care for their child, who was previously registered at the Nursery, then the parent/carer will be liable to pay the Nursery a sum equivalent to two months' salary for the employee.
- 8.4 If a member of staff is asked to take a child home out of Nursery hours, it is the responsibility of the parent to ensure that the driver has appropriate insurance, that the car is roadworthy and that car seats are available. The Nursery requires written confirmation (or email) from the parent/carer of the child being taken home by a member of staff.
- 8.5 Parents/carers may ask staff to baby-sit outside Nursery hours. This is a contract between parent/carer and the member of staff, and the Nursery takes no responsibility.

9. Health and Safety/Absence due to Sickness

- 9.1 It is understood that the Nursery is under an obligation 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.
- 9.2 The Nursery is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is 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 special needs to enable us to appropriately care for your child. Oxfordshire County Council will fund additional one to one support for children with additional needs.
- 9.3 In fairness to all our staff and to the clients and children that use our facilities, we expect reasonable standards of behaviour at all times. We, therefore, reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Nursery. Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. We ask all parents/carers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.
- 9.4 All Nursery meals are prepared on site with consideration to provide a well balanced diet. Vegetarians and special dietary requirements are catered for. A copy of the weekly menu is displayed on the notice board/door. Please ensure you keep us notified about your child's dietary needs and preferences.
- 9.5 We reserve the right to administer basic first aid and treatment when necessary. It is our policy to use disposable protective gloves when dealing with bodily fluids, i.e. blood, vomit, urine. A list of staff who currently hold the Paediatric First Aid Certificate is detailed on the Parent's Notice Board.
- 9.6 Parents will be informed of all accidents at pick up 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 the Nursery to contact the parents but failing this, we are hereby authorized to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source.
- 9.7 The Nursery will administer prescribed medicines if parents complete a 'Administration of Medicine Form'. Parents should provide a 'self-administering' spoon. The Nursery is unable to give any medicines unless they are prescribed by a doctor and have been administered for 48 hours at home. Parents must take all medicines home at the end of each day unless otherwise agreed. In the case of Calpol, the Nursery will administer this in the case of an emergency but only if we have had a verbal instruction from the parent/carers that we are able to do so and when the parent/carers is on their way to the Nursery to collect the child.
- 9.8 Parents/carers will be asked to complete an "Accident at Home Form" for any child attending the Nursery with visible signs of an accident that occurred outside the Nursery setting/care.
- 9.9 We may require parents to withdraw their child from the Nursery in the event that they require special medical care or attention or it is considered that the child is not well enough to attend Nursery. We may also ask parents to withdraw their child from the Nursery, if we have reasonable cause to believe that they are or maybe suffering from or have suffered from any contagious disease/infection and there remains a danger that other children at the Nursery may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at the Nursery; however, we will publish infection notices in the Nursery to keep you informed. Parents are requested to inform the Nursery if their child is suffering from any illness or sickness before attending.

- 9.10 Parents are requested to inform the Nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must complete an 'Allergy Alert Form' detailing the severity of the reaction/allergy and must continue to inform the Nursery in writing of any changes/progress to the condition when they become aware.
- 9.11 Staff need to be specially trained for administering Epipen's, suppositories, etc. prior to being allowed to administer such items. Children who have specific medical needs will have this recorded on the appropriate documentation and forwarded to Local Authority Health Department (if necessary) and the Nursery's insurance company. Epipen Action Plans are located in each classroom.
- 9.12 Children who are unwell should not attend the Nursery and allow 48 hours to have elapsed before sending them back. If children fall ill during the day, parents will be contacted to arrange to collect them. If the parents are unavailable, other authorized contacts will be called.
- 9.13 The Nursery provides off-road parking when dropping and collecting your child. Please ensure your child is supervised at all times in the car parking areas. The Nursery is not liable for any accidents or injury in the car parking areas.
- 9.14 Once you have collected your child and left the Nursery building, you are responsible for your child in the playground area and beyond. The Nursery cannot be held liable for any damage or injury to person and/or property after this time. We do not recommend that parents/carers leave siblings in their cars whilst collecting their child/children from the Nursery. The Nursery is not liable for any child left in a car or pram/pushchair outside the Nursery building by a parent/carer.
- 9.15 Children should not use the outdoor equipment outside of Nursery hours. The Nursery cannot be held responsible for any accidents that may occur at these times.
- 9.16 In the very unlikely event that children are either unable to be collected due to severe weather or are unable to be collected for any other reason, the Nursery will in the first instance contact Social Services to notify them of the situation and would take guidance from them as to the next course of action. Any such incidents would then be recorded and OFSTED informed of the course of action the Nursery took.
- 9.17 Both the external and internal areas of the Nursery are all designated non-smoking areas. Appropriate signage is in place and anyone seen smoking will be immediately asked to extinguish their cigarette/cigar/pipe.
- 9.18 The Nursery maintains those insurances required by law. Details are posted in the corridor.

10. Security and Publicity

- 10.1 As part of the Nursery's fulfilment of the Early Years Foundation Stage and our use of Tapestry, we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or carer. Our guidelines are as follows (1) Photographs in the Nursery are only taken with Nursery cameras or authorized devices such as tablet computers. (2) Staff mobile phones with or without cameras are not allowed in the playrooms or the garden. (3) Photographs taken of the children are stored on the Nursery computer and are password protected. (4) Photographs are vetted for suitability before being printed or published. (5) All children are dressed appropriately before pictures are taken. (6) No photographs are taken in sensitive areas such as toilets or nappy changing rooms. If you do **not** wish your child to be photographed or recorded, please inform the Nursery in writing.
- 10.2 Parents are requested not to use their mobile phones within the Nursery premises.
- 10.3 If your child is going to be collected by someone other than yourself the Nursery will require prior notification and an agreed password. It is the responsibility of parents to keep us informed of any changes in contact numbers.
- 10.4 Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent or carer has previously arranged this. If the parent /

carer has made alternative arrangements by telephone, the Nursery will require the name, address and telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery. A list of responsible adults who are authorized to collect the child should be given to the Nursery Manager. The Nursery does also use a password system for entry to the building.

- 10.5 If your child attends another pre-school setting on a weekly basis, the Nursery will seek your permission to share certain information with the other setting, i.e. the name of their key person and their progress. Wherever possible, the Nursery will seek the permission of the parent/carers prior to contacting any other agencies or organizations, unless we consider the child's welfare to be at risk.
- 10.5 As per GDPR regulations, your registration form and any other personal information that is shared with the Nursery is not shared with any other company by us with the exception of Oxfordshire County Council, to secure government funding, and with private childcare voucher providers where parents have secured their services. Personal information is held with us both digitally and in hard copy and is secured. Upon registration with us, the Nursery will use your email address to put you on our own private emailing lists to be able to forward you information such as Class Newsletters and other pertinent information concerning your attendance at the Nursery. We do not sell or share your email address to other companies; it is used purely for us to contact you through our business.

11. Other

- 11.1 If you have any complaints about the service that we are offering, these can mostly be dealt with by verbal communication with our staff. A copy of the Nursery's Complaints Policy is included in our Welcome Pack.
- 11.2 All Nursery policies are available for parents to read and are contained in a lever arch file in the corridor. An up to date list of policies is also displayed in the corridor.
- 11.3 These Terms and Conditions also apply to all Holiday Club bookings. The only distinct differences are that there is no minimum session requirements during Holiday Clubs and that no deposits or registration fees are charged for children that attend Holiday Club that are not enrolled with the Nursery.
- 11.4 The Nursery may at its absolute discretion and without notice, vary any or all of these and its other Terms and Conditions 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.
- 11.5 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.
- 11.6 Headings and sub-headings are for ease of reading only and do not form part of these terms and conditions. This document will be construed as a whole and in conjunction with the Registration Form, Personal Information Record and any other information sheets.
- 11.7 The Proper Law of this Contract shall be that of England and the parties shall submit to the jurisdiction of England
- 11.8 Acceptance of this agreement is implicit when you sign our Registration Form and/or our Personal Information Record and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form.

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