

These terms and conditions form the basis of our agreement with you under which we agree to provide childcare services to you. We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavors to inform You as soon as is reasonably possible of any such changes.

Our records and reporting for your child are almost entirely electronic and we refer to that system as “Family” throughout. By accepting this Agreement, you consent to us maintaining our records in this way and commit to ensuring all activity and information is recorded correctly.

## 1. Our Obligations to you:

- 1.1 Inform you as soon as possible whether your application for a nursery place has been successful. Where we operate a waiting list, as far as is reasonably practicable we offer places in waiting list order, but based on the earliest free space available.
- 1.1.1 Nursery bookings **MUST** be a minimum of 2 sessions per week at all times, to ensure consistency for each child and, all weekly bookings **MUST** include a session on either a Monday or Friday to assist availability on a wider basis.
- 1.2 Provide the nursery place offered when you confirm and complete the Childcare Agreement offered within 3 days, that you still wish to take up the nursery place and have paid the non-refundable Registration Fee and Initial Childcare Fee. If you do not, the place may be withdrawn.
- 1.3 Provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's nursery is closed). If the opening hours of your child's nursery change, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child's hours at the nursery.
- 1.4 Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery.
- 1.5 Provide you with regular updates as to your child's progress through the Family system, whenever possible during the day, plus verbal updates on handover or on request. Please bear in mind, the staff prioritise time with the children over Family system updates.
- 1.6 Notify you as soon as possible of any days on which your child's nursery will be closed.
- 1.7 Make available to any of your other children a place at the same nursery, ahead of any normal waiting list, however we cannot guarantee that a place will be available. A further Childcare Agreement and Initial Childcare Fee will be required, but without a further Registration Fee.
- 1.8 Nursery Village operates All Year Round (AYR) rather than Term Time Only (TTO) and places are booked on this basis. We do not offer TTO places, with the exception of parents who are employed within the education sector. TTO pricing applies.

## 2. Your Obligations to us:

- 2.1 Validate your login details for Family when sent and ensure all electronic records are up to date, including Parent Contact details.
- 2.1.1 Access **MUST NOT** be given or shared with **ANY** individual, related or not, to your individual Family login details. Access **MUST** only be via their own individual account, access to which can be requested via your Nursery.
- 2.2 You **MUST** complete your child's “About” record on Family, including “Basic Info”, Health” and “Permissions” sections before your child can start at our nursery.
- 2.2.1 Immediately inform us of any material change to the information provided in your child's health record, in writing by email to Nursery Admin Support ([admin@nurseryvillage.co.uk](mailto:admin@nurseryvillage.co.uk)) or by Family Message.
- 2.3 Immediately inform us of any changes to your contact details, which **MUST** always be up to date on the Family system.
- 2.3.1 Ensure a Parent or suitable relative, is available at short notice to collect your child, during at least the first 3 weeks of their initial settling in period.
- 2.4 Complete a Medication Form if you require our staff to administer any medicines to your child, which must be accompanied with a valid prescription. With the exception of Calpol, unprescribed medicine cannot be administered by nursery staff.

- 2.5 Immediately inform us if your child is suffering from any contagious condition, including vomiting and diarrhea, chicken pox, mumps, rubella and measles. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery or for 48 hours after the symptoms are clear, if they are suffering from a contagious condition which could easily be passed on to another child during normal daily activities of the nursery.
- 2.5.1 Public Health England's "Spotty Book" forms the basis of all exclusion decisions on Medical Grounds, though attendance is at the Nursery Managers sole discretion in these cases.
- 2.6 Ensure your child is signed in and out of their nursery with a staff member, noting any relevant conditions or changes as well as stating who and when is expected to collect them that day.
- 2.7 Keep us informed as to the identity of the persons who will be collecting your child from our nursery, who should be recorded as a contact within Family. If the person collecting your child is not usually responsible for collecting them, we may require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.
- 2.8 Inform us if your child is the subject of a Court Order and provide us with a copy of such order on request. Parents with proof of parental responsibility, will be granted access in all matters unless subject to a clear Court Order.
- 2.9 Immediately inform us if you are unable to collect your child from nursery by the official collection time. An unnotified Late Collection Fee of £30 may be applied at our sole discretion
- 2.10 Inform us using the Family system as far in advance as possible, of any dates on which your child will not be attending the nursery. Sickness and Holidays must be recorded on Family. All sessions remain chargeable.
- 2.11 Provide us with at least 2 month's notice of your intention to decrease the number of hours your child spends at the nursery or to withdraw your child from our nursery and end this Agreement. If insufficient notice is given you will be responsible for the full fees for your child for 2 months from the date of any change as if their hours had not decreased.
- 2.11.1 All absence is monitored in accordance with our Safeguarding Policy, with frequent or extended absence potentially leading to termination of your child's place in accordance with 6.2.3.
- 2.11.2 If your child is eligible and is currently claiming the government Free Entitlement sessions, notice needs to be provided within the term preceding the term that your child is due leave.
- 2.12 Comply with all published nursery policies, including fair treatment of others and appropriate tone of communication on site or via the Family messaging facility.

### 3. Our Payment Terms

- 3.1 Our fees are based on a weekly booking pattern which shall be notified to you in advance of your child starting at the nursery. We may review these fees at any time but shall inform you of the revised amount at least 2 months before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 2 month's notice in writing.
- 3.2 Fees must be paid on a monthly basis in advance, BEFORE the 1<sup>st</sup> of the month in which childcare is to be provided, with payment arranged so as to arrive as cleared funds before the 1st by whatever method payment is made. You will receive an electronic invoice through Family, with your actual weekly bookings and any additional sessions requested or used.
- 3.2.1 Invoices are issued between the 10<sup>th</sup> and 15<sup>th</sup> of the month prior to that being invoiced.
- 3.2.2 Unless a genuine error has been made, no sessions can be swapped, cancelled, credited or refunded once invoiced
- 3.3 A £50 Registration Fee and an Initial Childcare Fee is due to secure your place, accompanied by a signed Childcare Agreement. The Initial Childcare Fee is the higher of 2 weeks childcare sessions for the booking pattern requested or £200 and must be paid in advance when accepting your place offer.
- 3.3.1 This initial payment is non-refundable should you not take up your place or if you defer your start date by more than 3 months, when a new Childcare Agreement and Initial Childcare Fee will be required.
- 3.3.2 Once your child has started their sessions, the applicable Initial Childcare Fee is deducted from your first invoices, not retained as a deposit.
- 3.3.3 In all cases, a Direct Debit mandate MUST be completed on the Family balance page and Automated Payments enabled, which will charge any outstanding balance on the 1st day of every month. You will not be able to access the Family platform, until this has been completed.

- 3.3.4 Where Childcare Vouchers and Tax Free Childcare payments are used, they must be arranged in time to be applied to your account prior to the Direct Debit payment date and can take up to 5 working days to be processed. Under exceptional circumstances we may agree to accept payment by bank transfer though we will charge a £7 administration fee for these payments.
- 3.3.5 Debit or Credit Card payments cannot be accepted at any time.
- 3.4 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will charge you for additional childcare monthly in arrears on the next invoice.
  - 3.4.1 Once a request for additional sessions is accepted, a minimum of 7 calendar days is required to cancel that session unless or until it has been invoiced, after which it cannot be cancelled or credited.
  - 3.4.2 Once a reduction in booked sessions is notified (2 months notice), we are under no obligation to restore the previous sessions and no advance booking to restore sessions will be accepted more than 3 months in advance. Where sessions are reduced and restored within 3 months, the entire period will become chargeable as if no reduction had occurred.
  - 3.4.3 Where changes are made to pre-existing booking patterns, the new booking pattern MUST include a minimum of 2 sessions per week at all times, to ensure consistency for each child and, all weekly bookings MUST include a session on either a Monday or Friday to assist availability on a wider basis in line with clause 1.1.1 above. Changes to sessions will not be accepted on any other basis.
- 3.5 If you fail to make payment in full by the due date we will enforce a £45 Late Payment Fee per child, for every calendar month (or part month) that your payment remains outstanding. Where you have already received a Late Payment Fee in the preceding 3 full calendar months, the Late Payment Fee will increase to £60. Your childcare facilities may be withdrawn if payment is not made on time, including 2 or more consecutive late payment fees being applied to your account.
- 3.6 No refund or discount will be given for periods where your child's nursery place is unfilled due to illness or holidays, including extended holidays or absences. This includes ALL recurring booking items such as Lunch Fees or Early Drop Offs.
  - 3.6.1 Where nurseries are closed on Bank Holidays; no booking will be accepted for this closure.
  - 3.6.2 Our nurseries will be closed for two inset training days, in order to maintain standards and staff development, during which your normal session fees will apply. No less than 2 months notice will be given of an Inset Training Day.
- 3.7 Where a delay (up to 3 months) is requested to your child's start date, any bookings already invoiced or paid in advance will not be credited. No refund or cancellation will apply.
  - 3.7.1 Where a delay of more than 3 months is requested, your place and Initial Childcare Fee is forfeit and to secure the delayed place, a new Childcare Agreement and Initial Childcare Fee will be required but not a Registration Fee.
- 3.8 Where a fee rate changes after a child's birthday that change will take effect from the first day of the following billing period.
- 3.9 Any Discounts offered are applied at our sole discretion and may not be combined. Should multiple Discounts be applicable, only the largest single reduction will be applied or in the case of a Sibling Discount, applied to the oldest child until they leave the nursery.
  - 3.9.1 No Discounts will be applied where a child is claiming Free Early Education Entitlement or Extended Entitlement.

#### **4. Free Entitlement & Childcare Vouchers (from April 1<sup>st</sup> 2024)**

- 4.1 Payment methods such as Free Early Education Entitlement, Childcare Vouchers or Tax Free Childcare are accepted at our sole discretion, with payment required in sufficient time to arrive in cleared funds and be applied to your account before the 1<sup>st</sup> of each month.
- 4.2 It remains your responsibility to ensure your application to the Local Authority or Voucher Provider is completed correctly and on time, in line with their requirements.
- 4.3 Our Nurseries operate all year round and not just term time only.
  - 4.3.1 Any Free Entitlement will be evenly distributed in the following way: All Year Round places, 2.75 hours in any AM or PM session and 5.5 hours in any Full Day session or Term Time Only places 3 hours in any AM or PM Session and 6 hours in any Full Day Session

- 4.4 Free Entitlement whether universal or extended, will be applied to your account automatically in accordance with the distribution set out at 4.3.1. The remaining sessions form your chargeable "wraparound care" amount that month.
- 4.5 No Nursery Discounts may be applied to accounts using Free Entitlement in full or in part.
- 4.6 All costs incurred under this Agreement, remain your sole responsibility until paid, regardless of Free Childcare Entitlement or use of Childcare Vouchers and our payment process should be completed where valid vouchers or entitlement payments are not made.

### 5. Suspension

- 5.1 We may suspend the provision of childcare to your child, with a charge equal to 2 months' notice, at any time if:
  - 5.2.1 You have failed to pay any fees. In the case of Free Early Education Entitlement, additional hours will be suspended and if unresolved, we may serve you notice to terminate your Free Early Education Entitlement provision.
  - 5.2.2 Your child's behavior at the nursery is deemed by us to be unacceptable or endangers the safety and wellbeing of the other children at the nursery.
  - 5.2.3 The suspension shall continue whilst we try and address these problems with you.
- 5.3 If the period of suspension exceeds 1 month, either of us may terminate this Agreement by serving a further 1 months written notice.

### 6. Termination

- 6.1 You may end this Agreement at any time, giving us at least 2 month's notice, in writing. However, once your child is eligible to claim the government Free Early Education Entitlement sessions, notice needs to be provided within the term preceding the term that your child is due leave.
- 6.2 We may immediately end this Agreement if:
  - 6.2.1 You have failed to pay your fees. In the case of Free Early Education Entitlement, additional hours will be terminated and if unresolved, we may serve you notice to terminate your Free Entitlement provision.
  - 6.2.2 You have breached any of your obligations under this Agreement or have breached our Policies & Procedures and you have not or cannot put right that breach within a reasonable period of time of us asking you to.
  - 6.2.3 Your child does not attend regularly or for an extended period, whether paid or notified.
  - 6.2.4 You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff or any other visitors to our premises.
  - 6.2.5 Your child's behavior is unacceptable or endangers the safety and wellbeing of any of the other children at the nursery.
  - 6.2.6 We take the decision to close your child's nursery. We will give you as much notice as possible of such a decision.
- 6.3 You may immediately end this Agreement if:
  - 6.3.1 We have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention in writing.

### 7. Employment of Staff

- 7.1 If, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly):
  - 7.1.1 Employ or otherwise engage the services of any member of our staff who has had contact with your child under this Agreement in the last 12 months; and/or
  - 7.1.2 Allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this Agreement in the last 12 months; then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.
- 7.2 Babysitting outside normal nursery hours is excluded from clause 7.1 above, however this is a contract between parent or carer and the member of staff. We offer no recommendation and can take no responsibility.

## 8. GENERAL

- 8.1 We have an obligation to report any instances where we consider that a child may have been neglected, abused or otherwise be of concern to us as detailed by our Safeguarding Policy, to the relevant authorities. We may do so without your consent and/or without informing you at any point.
- 8.2 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. We are unable to offer any refunds or compensation for closure or suspension of nursery activities as a result of third party action, inclement weather, fire, flood or any other event beyond our control.
- 8.3 If a nursery closure (where clause 8.2 does not apply) exceeds 7 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 7 days.
- 8.4 If you have any concerns regarding the services we provide, please discuss these with your child's keyworker. If these concerns have not been resolved to your satisfaction, please contact the Nursery Manager.
- 8.4.1 Customer satisfaction and a high standard of childcare provision is of paramount importance to Nursery Village and any concerns or complaints will be reported to the appropriate Director for review or can be sent to us directly: [complaints@nurseryvillage.co.uk](mailto:complaints@nurseryvillage.co.uk)
- 8.5 We cannot be held liable for the loss or damage of any item belonging to the public on the premises. This particularly applies to children's clothing and toys as well as motor vehicles, prams and buggies.
- 8.6 We carry a wide range of resources and equipment at our nurseries. Unless we specifically request otherwise your child should not bring any of their own toys to nursery. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.
- 8.7 All personal information that we may use will be collected, processed, and held in accordance with the provisions of UK General Data Protection Regulation ("GDPR") and the Data Protection Act 2018.
- 8.7.1 Please note such personal information will include but not be limited to security and safeguarding measures such as CCTV footage, which may be released without your consent where safeguarding concerns arise. Further information can be found in our Privacy Notice as referenced in paragraph 8.8 below.
- 8.8 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from our website: [www.nurseryvillage.co.uk/privacy](http://www.nurseryvillage.co.uk/privacy)
- 8.9 As part of the nursery's fulfilment of the Early Years Foundation Stage we regularly photograph and sometimes video the children taking part in their activities, which is regularly documented on Family, which you expressly accept as part of these Terms & Conditions.
- 8.9.1 Imagery is never published outside the secure Family system without the consent of the parent or carer and you **MUST NOT** screenshot or otherwise capture, images of any kind published through the Family system.
- 8.9.2 Our guidelines are as follows;
- (1) Photographs in the nursery are only taken with nursery cameras or authorised devices such as Tablet computers.
  - (2) Staff or Visitor mobile phones with or without cameras are not allowed into active nursery areas.
  - (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.
  - (7) Parents are requested not to use their mobile phones within the nursery premises unless absolutely necessary.
- 8.9.3 If you do not wish your child to be photographed or recorded for purposes other than through Family in order to fulfil our obligations under the Early Years Foundation Stage (EYFS), or through the operation of our secure CCTV system, please inform us in writing.
- 8.10 Given the general rise in nut and other allergies, with the support of parents we aim to keep our facilities NUT FREE. Parents are requested not to send food or empty food packaging into the nursery. Parents are also requested not to use creams, sun creams, oils etc on their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.