

Wood St Nursery Terms and Conditions

We try to keep our terms and conditions as brief as possible, nonetheless, because we are caring for very young children, we are naturally obligated to many rules, regulations, and 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 booking agreement. However, as you can appreciate, there is a significant amount of day-to-day detail that cannot be reasonably contained in one document. Consequently, there is more information in our policies and procedures. You can find copies of all of these on the website, and some key ones are sent to all parents by email in the new parent pack. We are happy to print these for you if needed.

Your acceptance of our terms and conditions is initiated at the booking and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. Please don't hesitate to let us know if you wish to discuss the terms further.

These terms and conditions govern the basis on which we agree to provide childcare services to you.

1 OBLIGATIONS ON WOOD ST NURSERY

1.1 We will:

1.1.2 Provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's nursery is closed). In the highly unlikely event of a change to the opening hours of the nursery, 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;

1.1.3 Try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery;

1.1.4 Provide you with regular verbal updates as to your child's progress;

1.1.5 Notify you as soon as possible of any days on which your child's nursery will be closed;

1.1.6 Try to prioritise places for siblings; however, we cannot guarantee that a place will be available.

2 OBLIGATIONS ON YOU

2.1 You will:

2.1.1 Inform us of any health and welfare needs before your child can start at our nursery and immediately inform us of any change to the information provided in that health record;

2.1.2 Complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines);

2.1.3 Immediately inform us if your child is suffering from any 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;

2.1.4 Immediately inform us of any changes to your contact details;

2.1.5 Keep us informed as to the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them, we will 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;

2.1.6 Inform us if your child is the subject of a court order and provide us with a copy of such order on request;

2.1.7 Immediately inform us if you are unable to collect your child from nursery by the official collection time;

2.1.8 Inform us as far in advance as possible of any dates on which your child will not be attending the nursery;

2.1.9 Provide us with at least **6 months' notice** in Willows room, of your intention to decrease the number of hours your child spends at nursery

2.1.10 Provide us with at least 2 months' notice in Willows room of your intention 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 withdrawal notice. Notice must be given by email.

2.1.11 Provide us with at least 2 months' notice in Chestnuts and Oaks 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. Notice must be given by email.

2.1.12 Comply with the Wood St Nursery policies and procedures as available on the website and in the New Parent pack. Please talk to Naomi and Beth if you would like a paper copy of the policies and we will print them out for you.

3 PAYMENT

3.1 Our fees are based on a monthly fee which shall be notified to you in advance of your child starting at the nursery ("Monthly Fee"). We may review these fees at any time but shall inform you of the revised amount at least 1 month before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us 1 months' notice, by email.

3.2 Bills are sent out on the first working day of the month for that month. Fees must be paid on a monthly basis, in advance, and by the 15th of the month at the latest. We calculate the amount payable by you each month by multiplying the weekly fee by the weeks charged for in each year (48) and dividing the total by 12. This will give 12 equal monthly payments. However, once your child is eligible to claim the government Free Early Educational Entitlement sessions we may amend the billing calculations in order to comply with the Local Authority Service Level Agreement and the Code of Practice.

3.3 When your child first starts at the nursery, you will be billed at the end of that month for the days or sessions actually taken (actualised bill). This will continue until your child is staying for full days on their regular pattern, i.e. fully settled in. Once this happens, at the start of the next month you will be billed in the normal way outlined in 3.2 (annualised billing).

3.4 All payments made under this Agreement must be by the Family App; you can connect your HMRC Tax Free Account to Family and authorise Automatic Payments. If you do not have a Tax Free account, the automatic payment will be taken from your personal account.

3.5 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. Please see our late collection policy.

3.6 No refund will be given for periods where your child's nursery place is unfilled due to illness or holidays. Where the nursery is close on bank holidays or staff training, no refund will be given for this closure. This is because we pay staff and nursery costs for these days.

3.7 Where the fee rate changes after a child's birthday that reduction will take effect from the first day of the month following the birthday date.

4 SUSPENSION

4.1 We may suspend the provision of childcare to your child, and add on 1 months' notice, at any time if you have failed to pay any fees, and you will lose your right to 2 months' notice.

5 TERMINATION

5.1 You may end this Agreement at any time, giving us at least 2 months' notice by email.

5.2 We may immediately end this Agreement if:

5.2.1 you have failed to pay your fees;

5.2.2 you have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time of us asking you to;

5.2.3 you behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff or any other persons on our premises;

5.2.4 your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children at the nursery and you do not engage with outside professionals and work with staff to help modify your child's behaviour.

5.3 You may immediately end this Agreement if:

5.3.1 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; or

5.3.2 we suffer any event of insolvency.

6 EMPLOYMENT OF STAFF

6.1 If, during this Agreement and for a period of 6 months after the termination of this Agreement, you (directly or indirectly):

6.1.1 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 6 months; and/or

6.1.2 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 6 months; then you shall pay 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 GENERAL

7.1 We have an obligation to report any instances where we consider that a child may be/have been at risk of neglect or abuse to the relevant authorities. We may do so without your consent and/or without informing you.

7.2 If the nursery has to close due to events outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds 5 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 5 days.

7.3 If you have any concerns regarding the services we provide, please discuss these in the first instance with your child's keyworker. If these concerns have not been resolved to your satisfaction, please contact Naomi or Beth. Please see our compliments / complaints policy.

7.4 As the number of children with nut allergies is increasing, with the support of parents, we aim to keep the nursery NUT FREE. Parents are requested not to send ANY food or empty food packaging into the nursery. Parents are also requested not to use creams, sun creams, oils etc. on their child that contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.

7.4 Acceptance of this agreement is implicit when you sign our *Wood St Nursery Parent and Carer Consent Form* and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents/carers experience difficulty in fulfilling any of the conditions of this agreement, that they contact Naomi and Beth as soon as possible. We will do our very best to resolve any issues. Thank you.

Updated 21.03.25