

# Blue Bell Woods Day Nursery

## Terms and Conditions

### Please keep these Terms and Conditions for reference.

The following Terms & Conditions constitute your agreement with Blue Bell Woods Day Nursery regarding the provision of Early Care and Education for your child at our Nursery. Throughout the document the Nursery may be referred to as “we” and Parent/Carer may be referred to as “you”.

#### Opening hours

The Nursery is open Monday to Friday from 7.45am to 6pm. We are closed on Bank Holidays and **nursery fees are still payable**. We are closed from Christmas Day to New Year's Day- one week's nursery fees will be deducted from your December invoice. We close at 4.30pm on Christmas Eve.

#### Walks and other activities

Weather permitting and providing it is safe to do so, staff members may take children on walks in the area surrounding the Nursery. Babies and young toddlers will go on walks in a buggy, ratio's will be always maintained. You may request in writing that your child does not go on walks.

Occasionally the Nursery may organise optional activities such as extra curricula activities, trips or visits, or items for purchase, for which you will need to pay extra. We will let you know about these activities in advance and obtain permission as appropriate. There will be no obligation.

#### Photographs

The Nursery takes photographs of the children as part of its daily programme, for children's Learning Journeys and training activities. We may display these photographs in the Nursery, use them in individual children's progress / development records, post them on the Nursery's website, in the monthly newsletter and/or email them to you. The Nursery retains all rights, title, and interest in any photographs taken of the children and will only use them for the purposes described above. Additional consent will be sought for photos to be used for any other purpose such as in marketing materials.

#### Mobile Phones in Nursery

Parents/ Carers are **NOT PERMITTED** to use mobile phones in the nursery.

However, with the Manager's permission, on special occasions, such as Sports Day and other family events, parents/ carers may use their phone or camera to take photographs of their OWN child.

Blue Bell Woods allows you to take photographs on our premises at such events of your OWN child or children only. This agreement is subject to you recognising the need to be sensitive to other people, not causing interruption or disruption to concerts, performances and events and ensuring children are not distracted.

Photographs must be for your own use only and if they inadvertently include other people's children, they **MUST NOT** be shared on social networking sites. This is to respect the rights of other parents and families not to have images of their children published or distributed without their knowledge or consent.

Please note that if publishing photographs of your OWN children on social networking sites, the name of the setting should not be placed alongside any such images.

#### Safeguarding / protecting children, health and hygiene

Government agency Ofsted regulates the Nursery and inspects it under relevant childcare and all other related legislation. As we are required to report any Safeguarding concerns, the Nursery will address suspected instances of child abuse/neglect in accordance with guidance from the local MASH team and with the support of the Local Safeguarding Children's Board. We are fully compliant with all Ofsted regulations including having policies and procedures for safeguarding / protecting children, equality and diversity, and health and safety.

For security reasons children can only be collected by the written authorised contact(s) indicated on the registration forms. To change any authorised contact(s), you must make such request in writing that is preferably accompanied by a copy of a photo identification (if there is a need at short notice, an authorised contact may need to provide a password agreed by the parent/carers and Nursery). Children cannot leave the premises unaccompanied or with an unauthorised contact(s) and the person collecting must be over the age of 18 years. This does not apply to parents under the age of 18 as they have parental responsibility.

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The Nursery cannot legally deny access to a child to either parent/ carer unless there is an active restraining order on file or specific schedule of court ordered visitation rights, or the equivalent under any applicable law. If the situation is unclear, the Nursery will request that the family provide written confirmation of any court orders before the child can attend Nursery.

If a child remains in the Nursery after 6pm and we have not heard from you, we will first call you and then the authorised contacts. We will stay with your child as long as possible, however if the Nursery has not been able to reach you or an authorised contact, we may call the local Children's Services team or MASH as appropriate and follow their instructions.

### **Sickness, medication and sun cream**

The Nursery may implement temporary or permanent policies relating to pandemics, infectious diseases or other operational issues. These policies will be effective on the date issued and are subject to change at our sole discretion.

Children should not attend the Nursery if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free or cleared to return to the Nursery by a doctor. Further details can be found in the nursery Sickness and Medication Policy

If your child becomes ill while at the Nursery, a staff member will telephone you to inform you of your child's illness and if necessary, will ask you to collect your child immediately. If we are unable to reach you then we will call other authorised contacts. If necessary, we may call the child's doctor.

In the event of an emergency, the Nursery will administer first aid as appropriate and/or arrange for the child to be transported to the nearest hospital, accompanied by a senior staff member, who will act 'in loco parentis' until you arrive.

The Nursery will administer medication to your child when a doctor or dentist has prescribed it and you have completed the appropriate medication form. The medication must display the original doctors label with your child's name, date of birth and dosage instructions. In addition, certain types of non-prescribed medication can be given in the Nursery, such as Calpol or Nurofen to reduce a child's temperature, and in an emergency situation an antihistamine, which will only be given to children over one year of age, in the event of a child showing signs of an allergic reaction to food, sting or other. Detailed information on our sickness and medication policies can be found on our website and copies are available on request. A child's attendance at the Nursery whilst on medication will be at the sole discretion of the Nursery Manager in keeping with our medication policy.

We will, as part of our standard practice, apply Factor 50 Sun Cream to children before allowing them to go outside in sunny weather. This will be supplied by the Nursery, parents/ carers are invited to supply an alternative brand of sun cream if preferred; the brand must be one that does not contain any possible allergens which might cause risk to other children.

### **Child Health Information**

You must notify the Nursery if your child has an allergy or medical condition and complete the required forms so that we can perform the appropriate assessments and put a health care plan in place. You must ensure you provide the Nursery with all the relevant details regarding the health and care requirements of your child and advise us promptly of any changes in those details or any additional relevant details. It is your responsibility to provide this information to the Nursery prior to your child starting or at any time new information becomes relevant.

### **Employing Nursery staff**

To maintain the professional status of the Nursery and prevent any potential conflict of interest, babysitting by Blue Bell Woods Nursery staff is discouraged. However, should you hire any Blue Bell Woods Nursery staff it must be outside the Nursery premises and operating times and with the understanding that such arrangements and payment for services are solely between you and the staff member. The arrangements are not sanctioned by the Nursery, and you agree to hold Blue Bell Woods Day Nursery harmless from any such arrangement.

If you employ any Nursery staff on a full or part-time basis between 8am and 6pm, Monday to Friday, (resulting in them leaving the Nursery employment) a recruitment fee based on 20 percent of the staff member's annual salary plus VAT at the standard rate is payable by you to the Nursery. Any employment arrangements made between you and staff

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will not be sanctioned by the Nursery and are solely between you and staff. Parents/Carers agree to indemnify and hold Blue Bell Woods Day Nursery harmless for any employment arrangement made with staff.

### Nurseries fees

#### Fee payments and securing your place

Parents/Carers can pay their fees by BACS payment, via the Tax Free Childcare scheme, by using childcare vouchers or a combination.

For more information about government help with childcare costs, click [here](#) to visit the Childcare Choices website.

Fees are payable monthly in advance, on or by the 1<sup>st</sup> of the month. Cash and cheque payments will not be accepted. Please speak to the Nursery Manager/ Office Manager if you have any concerns.

### Fee rates

The nursery fee rates depend on attendance patterns. All fees are subject to annual review with a minimum of one calendar month's advance notice for any changes. Fee rates are detailed on the Price List.

### Securing a place for your child

To request a place, you must submit a Registration Form and pay a non-refundable registration fee of **£35**.

Children accessing a fully funded place who are not purchasing additional hours, are **not** required to pay a registration fee.

Submitting a Registration Form does not guarantee a place is available. A place can only be secured once the nursery knows which sessions are required by you. If a place is not available, the nursery will contact you as soon as we can offer you a place.

After the nursery has confirmed your child's place, you must provide written notice of at least one calendar month if you decide not to send your child to the nursery or to delay your child's start date to after the scheduled start date. If you choose to alter your start date within one month of the proposed start date you may still be invoiced for the pre-arranged sessions or be required to pay a cancellation fee.

### Non attendance

At Blue Bell Woods Day Nursery, we take business continuity and contingency planning seriously and will make every effort to keep the nursery open and operating our full service, however in some circumstances it may not be possible to do this. The nursery will not refund any fees if the nursery closes due to 'acts of god', infectious diseases, pandemics, environmental factors (such as snow, flooding etc.), emergency repairs, or other situations beyond the nursery's control.

**The nursery will not refund any fees if your child is absent due to illness, holiday, or as required under the nursery's policy.**

### Reduction/Increase/Change of sessions

Subject to availability and the nursery's minimum session requirement, (which is two full days or two half days on differing days), you may reduce, increase or change the number of sessions per week. To reduce the number of sessions, you must give at least one calendar month's written notice (holidays do not count as "reducing sessions"). If you give less than one calendar month written notice, you will pay for the original number of sessions booked. If you reduce sessions, we cannot guarantee that a space will be available should you wish to later increase sessions. The nursery charges for 51 weeks per year (including bank holidays when we are closed).

If you increase your child's sessions mid-month, the nursery will bill you for the actual number of sessions attended. We do not permit core sessions booked to be swapped to other days and any additional sessions required will be charged at the appropriate sessional rates. If previously booked additional sessions are no longer required, you should inform the Nursery Manager/ Office Manager, providing as much notice as possible or you may still be charged.

### Notice of termination

The nursery requires you to provide a minimum of one calendar month's written notice to terminate your child's place. The nursery reserves the right to terminate a child's place with immediate effect if a serious breach of these Terms & Conditions occurs, or if termination of a place is considered by the nursery at its sole discretion to be in the best interests of the nursery and/or the continuing welfare of the child, other children at the nursery or the staff. Some examples of

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serious breaches and best interest of the nursery include without limitation the following: a parent/carer using foul language at the nursery; parent/carer being abusive to staff; or parent/carer frequently arriving late at the nursery without prior notification.

### **Late payment of accounts**

The nursery reserves the right to terminate your child's place with immediate effect and without further notice, if accounts are outstanding by more than 15 days from date of invoice. The nursery further reserves the right to refuse any bookings for additional sessions or services, or bookings for siblings, and/or suspend your child if any accounts are outstanding.

Blue Bell Woods Day Nursery will charge all costs associated with the collection of fees to parents/carers, including without limitation, legal expenses, debt collection agency costs/fees, court fees, and related travel expenses for hearings and/or other meetings relating to collection of fees.

### **Parent/Legal Guardian Declaration and Agreement for Early Education Funded Entitlements (EEF)**

Funding is available the TERM AFTER your child reaches the relevant age.

### **15 FUNDED HOURS for 2-year-olds (2HELP)**

The Parent/guardian of children eligible for the 15 Hours Free Entitlement for two-year-olds must be in receipt of a placement confirmation letter and confirmation code to be presented to the nursery. Regulation requires us to validate your child's age to confirm eligibility; you will be asked to provide documentary proof of Date of Birth and will be required to sign a Parental Declaration Form on a termly basis.

### **Universal 15 FUNDED HOURS for 3- & 4-year-olds**

Regulation for the Universal 15 Hours Free Entitlement requires us to validate your child's age to confirm eligibility. You will be asked to provide documentary proof of Date of Birth and will be required to sign a Parental Declaration Form on a termly basis.

### **Working Parent Entitlements**

#### **Expanded Hours for children over 9 months old (15 funded hours for working parents)**

The government only entitles parents/legal guardians who meet the eligibility requirements (e.g. income requirements) to 15 Expanded Hours. If you are eligible, you will need to apply for and obtain a code via the HMRC website. Regulation requires us to validate your code with the local authority using your child's date of birth, your name and date of birth, your validity code and your National Insurance Number. By providing this information, you are giving us consent to validate your code on the secure portal. It is your responsibility to reconfirm you are eligible every three months and send us the code. Failure to provide us with a valid code will mean you are liable for the full cost of the hours you have committed to for that term.

If your family no longer meets the criteria you will stop being eligible to claim the expanded hours. The funding will continue until the end of the term (grace period), but your 15 hours may be released for the next term, if you cannot commit to paying for them.

#### **Extended Hours for 3- & 4-year-olds (30 hours)**

The government only entitles parents/legal guardians who meet the eligibility requirements (e.g. income requirements) to a further 15 Extended Hours. If you are eligible, you will need to apply for and obtain a 30 hours code via the HMRC website. Regulation requires us to validate your 30 hours code with the local authority using your child's date of birth, your name and date of birth, your validity code and your National Insurance Number. By providing this information, you are giving us consent to validate your 30 hours code on the secure portal. It is your responsibility to reconfirm you are eligible every three months and send us the code. Failure to provide us with a valid code will mean you are liable for the full cost of the extra 15 hours you have committed to for that term.

If your family no longer meets the criteria you will stop being eligible to claim the extra hours. The funding will continue until the end of the term (grace period), but your extra 15 hours may be released for the next term, if you cannot commit to paying for them. You will still be able to receive the universal 15 hours of free childcare for all 3 and 4 year olds even if you are no longer eligible for the extended entitlement.

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### Early Education Funded Entitlements at the Nursery

Parents/Legal guardians must complete and return our Terms and Conditions Consent Form and all other forms required by the nursery. All other terms and conditions apply to this agreement, for example, under the Terms and Conditions you must provide one month's advanced written notice to change or cancel your child's sessions.

### Early Education Funded Entitlements – Funded Only Places

The Early Education Funded Entitlements funded only sessions are subject to availability.

Parents who choose to attend all year round can stretch funding and access up to 11.25/22.5 hours funding for free for 51 weeks per year. Government funding does not cover the costs of meals, other consumables or additional hours purchased.

We offer Early Education Funded Entitlement hours for free for 10 hours per day (up to 2 days per week) for children on the stretch option. Parents must be aware that this equates to 20 hours EEF per week. Parents can choose to purchase our voluntary 'Consumables bundle' on these days, or you can choose to bring your child's consumables to nursery every day that they are accessing a funded only place; all items must adhere to our 'Consumables' policy.

Children who register for a funded only place are not required to pay a registration fee.

We also offer free hours during sessions as listed on the Price List, as part of our standard session times. You pay for the times in the standard session which are not funded. A £35 Registration Fee is required for all families whose children access and pay for hours outside of the Early Education Funded Entitlements hours.

You are responsible for paying for the hours booked outside of the Early Education Funded Entitlements hours as per the Terms and Conditions. All fees can be found on our Price List.

Your receipt of Early Education Funded Entitlements is subject to our receipt of the government funding from the local authority. We reserve the right to make changes with immediate effect to this Agreement and/or our offer of Early Education Funded Entitlements to you if the local authority does not pay the government funding to us for any reason or there are changes to the amount of government funding.

Complaints can be made in writing to the Nursery Manager and will be dealt with according to the Nursery Complaints Procedure, a copy of which can be accessed via the website, or viewed in the entrance to the Nursery.

### Setting and Attendance Details

Regulation allows your child to attend a maximum of two sites in a single day and if your child attends more than one setting the funding will be split between the settings. You will be asked to provide the following information for the nursery your child attends; nursery name, entitlement hours attended per day, total number of hours per week and total number of weeks per year (i.e. Term Time only or Stretch option). We will record this information on the Parental Declaration Form.

### Disability Access Fund and Early Years Pupil Premium

Children who receive a child Disability Living Allowance and Early Education Funded Entitlements may be eligible for the Disability Access Fund (DAF). The local authority pays DAF directly to the nursery setting as a fixed annual rate per eligible child. Some children may be eligible for additional funding in the form of Early Years Pupil Premium. An eligibility criteria exists and this must be checked using an online system. If a child is eligible, additional funding will be paid to the setting to help support the child's learning and development.

### Privacy Notice

To provide Early Education Funded Entitlements to you, regulation requires us to share information related to your child and his/her care with the relevant local authority and/or the Department for Education. The information shared may include information relating to your child's gender, age, attendance/absences, disabilities or any other information required under regulation.

### Dress

Children should wear normal day clothes at the Nursery and have a change of clothes in a bag. To help identify clothes, we request that you label or mark all garments, particularly outdoor garments such as sun hats and wellies, with the



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child's name. The Nursery provides a varied curriculum of messy play activities; inside and outside aprons and over-trousers are provided as well as puddle suits, but please be aware that clothes may become soiled.

### **Lost property**

Unless we have acted negligently, we do not accept any responsibility or liability for the loss of property in the Nursery. All items brought in from home should be clearly labelled.

### **Other**

The Nursery may change these Terms & Conditions where such change arises from regulatory issues, changes in legislation affecting the Nursery, proposed changes in invoicing procedures or in the reasonable opinion of the Nursery, if it is in the interests of the Nursery and/or children attending the Nursery. The Nursery will give you at least one calendar month's written notice of such changes.

The Nursery will not be in breach of these terms or otherwise liable to you due to any event outside its reasonable control including 'acts of god', fire, flood, snow, lightning, war, act of terrorism, infectious diseases, pandemics, unforeseeable repairs, strikes or other industrial action.

### **Data protection statement/ Privacy Notice**

Blue Bell Woods Day Nursery obtains and processes personal data, including sensitive data relating to families and their children as part of its registration process for childcare services. All personal information will be handled and stored in line with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Blue Bell Woods Day Nursery may transfer personal and sensitive data to third party processors that are subject to confidential non-disclosure agreements, and we will also share personal data with law enforcement and government bodies where we are legally required to do so, as specified in our Privacy Notice.