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.

Photos

The Nursery takes photos 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, or include them in our newsletter (with your permission). 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/ technology in nursery

Parents/ Carers are **NOT PERMITTED** to use mobile phones or smart watches 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.

To protect the privacy of all children, parents and carers must not wear smart glasses during drop off, pickup, or while attending events in the setting.

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 Families First for Children/ MASH team. 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/carer 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.

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 Families First for Children/ MASH team 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.

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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 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 Fee 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 1st 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.

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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 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.

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 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.

Parent/Legal Guardian Declaration and Agreement for Early Education Funded Offers (EEF)

Early Education Funding (EEF)
We provide government funded childcare as part of **Best Start in Life.** Funding is available the TERM AFTER your child reaches the relevant age, in line with DfE term dates.

15 FUNDED HOURS for 2-year-olds (2HELP)
Entitlement is for children where families receive additional forms of support:
-If parents/carers live in England and are in receipt of certain benefits or credits
-If a child is looked after by a local authority, has an EHC plan, gets Disability Living Allowance or has left care under an adoption order, special guardianship order or a child arrangements order.
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 / EY Voucher Code to be presented to the nursery. If you do not have an EY Voucher Code, you must give permission for us to carry out an eligibility check. If you do not have evidence that your child is eligible, you will be liable to pay for any additional hours accessed where we are unable to claim funding for your child.
Note: If your child is eligible for both the 2Help and working parent entitlements, the 2Help entitlement for children receiving some additional forms of support must be used first.
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
Entitlement is for all three and four-year-olds from the term after their third birthday in line with DfE term dates. NO ELIGIBILITY CODE is required.
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.

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Working Parent Entitlements
Expanded Hours for children over 9 months old (30 funded hours for working parents)
The government only entitles parents/legal guardians who meet the eligibility requirements (e.g. income requirements) to 30 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. 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 30 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.

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, and minimum attendance booking is at least two half-day sessions per week.

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.

Early Education Funded Entitlements – Fully Funded Places
The Early Education Funded Entitlements fully funded sessions are subject to availability.

We offer Early Education Funded Entitlement hours for free, for 10 hours per day, up to 3 days per week, for children who attend term-time only.
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. You must be aware that this equates to 20 hours EEF per week. Families on the stretch option can access the full 22.35 EEF hours per week by adding a part-funded session.
We offer Early Education Funded Entitlement hours for free, for 5 hours per PM, up to 5 days per week, for children who attend term-time only.
We offer Early Education Funded Entitlement hours for free, for 5 hours per PM, up to 4 days per week, for children on the stretch option. You must be aware that this equates to 20 hours EEF per week. Families on the stretch option can access the full 22.35 EEF hours per week by adding a part-funded session.

Registration Fee
A £35 Registration Free is required for all families who book privately paid hours outside of Early Education Funded Entitlements hours. Families who register for a **fully funded place only** are **not** required to pay a registration fee.

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Consumables
Government funding does not cover the costs of meals or care consumables. Consumables are charged in all privately paid sessions and hours. During fully funded hours, you can purchase optional consumables.
During **fully funded hours**, if you're unable or unwilling to purchase consumables, you must bring your own meals and/or care items to nursery every day.

Meals Packages
Optional meals to purchase during fully funded hours:
- Part funded AM: breakfast, fruit, snacks, unlimited cow's/ dairy free milk.
- Fully funded PM: homemade high tea, fruit, snacks, unlimited cow's/ dairy free milk.
- Part/ Fully funded FD (10 hours EEF): Discounted meals package: breakfast, seasonal two-course lunch, homemade high tea, fruit & snacks, unlimited cow's/ dairy free milk.

Costs involved in serving food, which we do not charge for, include:
- cleaning supplies: Milton, dishwasher tablets, dishwasher salt, washing up liquid, antibacterial spray, kitchen surface cleaner, kitchen floor cleaner, oven cleaner, blue roll, food probe wipes, sterilising equipment, blue aprons, cleaning cloths etc.
- laundering of bibs, tea towels and cook's uniform
- waste disposal: kitchen bin bags, compostable bin bags and collection charges for food waste
- staff training: food safety, allergens, safer eating in early years

Care Bundle
Optional care bundle to purchase during fully funded hours: wet wipes, large dry wipes, cotton wool, facial tissues, antiseptic nappy cream, barrier nappy cream, nappy sacks, factor 50 sun cream, infant paracetamol.

Costs involved in care, which we do not charge families for, include:
- cleaning supplies: bathroom cleaner, toilet cleaner, bathroom floor cleaner, disinfectant, rubber gloves
- hand washing and toileting: antibacterial hand soap, hand sanitiser, paper towels, toilet roll, air freshener, white aprons, disposable gloves
- laundering of bedding and towels
- waste disposal: nappy bin cassettes, bathroom bin bags and collection charges for general waste and mixed recycling
- first aid supplies: plasters, dressings, sterile wipes, bandages, antihistamine, absorbent powder, thermometer ear caps

We do not charge families 'top up' fees (the difference between a provider's normal charge to parents/carers and the funding they receive from the local authority), the supply or use of any materials, business running costs, registration fees as a condition of taking up their child's funded place or general charges.

We are mindful of the impact of charges on families, particularly the most disadvantaged, therefore our policy is that during fully funded hours, if you are unable or unwilling to purchase consumables, you must bring your own meals and/or care items to nursery every day.
All items brought from home must strictly adhere to our 'Packed meals and care consumables from home' policy.

Privately paid hours
We offer EEF hours during sessions as listed on the Price List. We offer 7.45am-5.45pm OR 1pm-6pm FULLY FUNDED. For all other sessions booked, you purchase privately paid hours in the set session, and consumables provided during all privately paid hours. Privately paid hours vary in cost per session and are strictly bookable in advance. We do not offer childcare by the hour.

You are responsible for paying for the privately paid 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.

Early Education Funded Entitlements- Funding Models and Fees

Full Year Care Funding Model
We stretch the maximum entitlement over 51 weeks per academic year, as follows:
- Autumn Term: 16 weeks

- Summer Term: 13 weeks
- Spring Term: 22 weeks

Stretch EEF: maximum of 15- or 30-hours x 38 weeks, divided by 51 weeks = 11.18 or 22.35 hours per week. Our stretch funding models offer a maximum of 10 or 20 fully funded hours per week.

Full Year Care Fees

Charges for privately paid hours, consumables provided during all privately paid hours, and consumables purchased in EEF hours are annualised:

- Weekly charge x 52 weeks, divided by 12 equal months.
- Same charge each month, except for December, when we deduct a week of fees from the invoice for our Christmas closure.

Term-Time Only Funding Model

Attendance is in line with Warwickshire Term Dates.
We claim the maximum entitlement over 38 weeks per academic year, as follows:

- Autumn Term: 14 weeks
- Summer Term: 11 weeks
- Spring Term: 13 weeks

Term time EEF: maximum of 15- or 30-hours per week for 38 weeks.
N.B. The number of funded weeks per term does not automatically correspond with Warwickshire Term Dates. In instances where a child does not attend for the full academic year, the number of funded weeks offered will be adjusted accordingly and the number of weeks offered may not fall in line with Warwickshire Term dates.

Term-Time Fees

Charges for privately paid hours, consumables provided during all privately paid hours, and consumables purchased in EEF hours are actualised. The amount you pay each month fluctuates based on the sessions booked in that month.

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.

Warwickshire County Council is collecting your data for the purposes of checking your eligibility for the free entitlements, Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF), in accordance with its statutory functions under the Childcare Acts 2006 and 2016, and the School Standards and Framework Act 1998.

Data Protection

The Data Protection Act 2018 (the Act) puts in place certain safeguards regarding the use of personal data by organisations, including the Department for Education, local authorities, schools and other early education providers. The Act gives rights to those about whom data is held (known as data subjects), such as pupils, their parents and teachers. This includes:

- The right to know the types of data being held

- Why it is being held; and
- To whom it may be disclosed

Should you have any concerns relating to how your information or the information relating to your child/ren is being or will be used, please contact the nursery or Warwickshire County Council. Please note that information about whether a child is in receipt of Disability Living Allowance is, under the Act, Special Category Data which should be handled appropriately. We pay particular note to advice from the Information Commissioner's Office on holding personal data including sensitive personal data available at: https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/trainingvideos/handling-more-sensitive-information/

This service provides childcare funding for children attending early years placements. Our valid lawful basis for processing personal data is a legal obligation. To see how WCC uses your personal data and what your information rights are, please read WCC's Education Services privacy notice at: https://www.warwickshire.gov.uk/childcarecosts

It should be read in addition to the council's overall customer privacy notice at: https://www.warwickshire.gov.uk/privacy which includes the contact details if you have a complaint about your information rights.

For general enquiries, please contact Warwickshire County Council 's Customer Service Centre on 01926 410410.

Complaints
Complaints in relation to funding 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.
If you require further clarification, contact Warwickshire County Council Early Years Entitlements Team:
Email: eyfunding@warwickshire.gov.uk
Tel: 01926 746992

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.