

- 2.1 The contract shall last until it is terminated by either you or us giving to the other at least 6 weeks' notice. However, the contract can, in some circumstances be terminated immediately under clause 8.10
- 2.2 If 6 weeks' notice is not given you are liable for the payment of fees during the notice period, additionally, we may retain all or part of the holding deposit in accordance with clause 1.6.

3. Suspension of services

The services may be suspended (meaning the child is temporarily not able to attend the nursery) in the case of a Critical Incident (as detailed within our policy), non-payment of fees, safeguarding concerns, or circumstances where suspension is reasonably necessary to protect children, staff or the nursery.

4. Our Obligations

- 4.1 We will use all reasonable efforts to provide the Services to you, in accordance with these terms and conditions and in respect of any other documents as detailed in 1.2 above.
- 4.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected, and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disabilities Act 2011 or Equality Act 2010.
- 4.3 Where, after appropriate assessment and consultation with parents and relevant professionals, we reasonably determine that we are unable to meet a child's needs despite having made reasonable adjustments, we may give written notice to terminate this contract.

5. Your obligations

You shall –

- 5.1 Co-operate with us
- 5.2 Provide us such information as we may reasonably require about –
 - Any known medical condition, health problem, allergy or diagnosed dietary requirement.
 - Any prescribed medication
 - Any lack of any vaccination which the child would ordinarily have by their age
 - Any family circumstances or court orders affecting the child.
 - Any concerns about the child's safety and
- 5.3 Your contact details, and those of an authorised person who may collect the child. You must ensure that these details are accurate and keep these details up to date, by promptly informing us in writing whenever they change.

6. Funded hours

- 6.1 If you wish to take up funded hours, you are required to complete and sign a Parent Declaration form on a termly basis, detailing how and when you will take up the funded hours.
- 6.2 Those children attending the setting for the free funded sessions **ONLY** will be required to pay a reduced holding deposit, and a charge for meals and additional services provided during any funded session.
- 6.3 We offer fully funded only sessions as set out within our fee structure, however these sessions are subject to availability.
- 6.4 Regulation allows your child to attend a maximum of two settings in a single day and if your child attends more than one setting the funding may be split between the settings. You will be asked to provide this information on the parental declaration form each term.
- 6.5 Your receipt of the free entitlement 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 contract and/or our offer of free entitlement 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.

7. Extended 30 hours free entitlement

The government only entitles parents/legal guardians who meet the eligibility requirements (e.g. income requirements) to the Extended 30 hour's free entitlement. If you are eligible, you will need to apply for and obtain a 30 hours code via your Childcare Service Account. Regulation requires us to validate your 30 hours code with the local authority using your child's date of birth, 30 hours code and National Insurance Number. We will ask you to provide these and by providing this information you are giving us consent to validate your entitlement. Please note that you are required to reconfirm your code every three months via your Childcare Service Account.

8. Charges and payments

- 8.1 You shall be invoiced the charges as set out within our fee structure
- 8.2 Charges are due even if the Child is absent
- 8.3 We will not charge for bank holidays and VAT is not charged on nursery fees
- 8.4 The quoted charges are per child, per session
- 8.5 Extra sessions will be charged at our normal rate and must be booked at least 24 hours in advance, dependent on availability of spaces. Unused booked sessions are not refundable.
- 8.6 Should the nursery request you collect your child early the fees will be charged in full e.g. If your child is unwell, due to adverse weather conditions or a contagious condition such as chicken pox
- 8.7 The charges will be paid monthly in advance by the 1st day of the month.
- 8.8 All payments must normally be made by BACS, childcare vouchers, Tax free childcare, through your online APP or via our '*make a payment*' page on our website. No payment shall be deemed to have been made until it is cleared into our bank account. We do not accept payment by cash or cheque.
- 8.9 We will review our fees regularly. We will give you written notice of any such changes six weeks before the proposed date of increase
- 8.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
 - Charge you a reasonable administration fee and
 - Suspend all services until payment has been made in full, which will include the suspension of the child, or even terminate the contract permanently.

9. Opting out of food or consumables charges

Where meals, snacks, or non-food consumable items are provided by the nursery, these may be subject to additional charges as outlined within our current fee structure. Parents/carers may choose to opt out of food provision and/or consumable charges where this option is offered by the nursery. Any opt-out arrangement must be agreed in advance in writing and may require completion of a separate agreement form.

Where parents/carers opt out:

- Parents/carers are responsible for providing all required food and/or consumable items for each session attended, in accordance with the nursery's Food Policy and Consumables Charging Policy.
- All food and items provided from home must meet the nursery's health, safety, allergen, and labelling requirements.

Failure to provide agreed items may result in the nursery being unable to accommodate the child for that session where this would impact the child's safety, wellbeing, or participation. The nursery reserves the right to review or withdraw opt-out arrangements where policies are not followed or where operational or regulatory requirements make continuation impractical.

Full details are set out in the nursery's Food Policy and Consumables Charging Policy, which form part of these Terms and Conditions

10. Attendance requirements

Minimum attendance is two sessions per week. We are unable to offer permanent bookings for alternate days or weeks or intermittent attendances.

11. Changing sessions or new booking

You are required to give us 6 weeks written notice of any changes in the number of the sessions you require.

12. Early starts

- Limited availability for an Early Start Contract
- Booking early starts will incur a £5.00 fee over and above our regular charge, per session.
- Booking must be requested, and once availability confirmed, confirmed in writing via letter or email.
- Early starts will not be covered by any additional funding your child may receive
- Entrance for Early Starts will be via our main front entrance and all children and will be cared for together moving to their regular rooms at 07.45hrs

13. Sibling discount

A sibling discount is available of 10% for the older child, subject to conditions. To qualify the children must attend the same sessions and have a combined attendance of 5 full days per week. The discount is only applied to additional hours, taken outside of funded hours and not applied to consumables or food charges.

14. Holiday discount

Entitlement to holiday discount applies to children after the child has attended for 3 full calendar months. However, **once a child is in receipt of funded hours at Ringwood Day Nursery, no holiday discount will be applied.**

- Holiday discount of 50% is allowed for the equivalent of two weeks holiday each calendar year (January to December). On a pro-rata basis.
- The holiday discount will be deducted from the appropriate monthly invoice and therefore six weeks written notice of holiday dates is required.
- Should your child's attendance change within the year the holiday discount entitlement will be adjusted accordingly. Any resulting underpayment of fees will be recovered on the next or final invoice.
- Full fees will be charged for any other absence.
- For funded hours the consumable charge will be removed from the invoice and therefore six weeks written notice of holiday dates is required.

15. Early and Late collection Surcharge

Parents/guardians either dropping off early or collecting beyond the booked session times will be subject to an additional surcharge.

16. Health and medical matters

- 16.1 If the child becomes ill during the nursery session the nursery will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, and you have consented to it, we will seek urgent treatment as necessary.
- 16.2 If the child is suffering from a communicable illness, he/she should not be brought into the nursery until such time as the infection has cleared. A full copy of our Infection control policy is available from the nursery manager. Please refer to the list of exclusion periods as detailed in your parent handbook.
- 16.3 You must notify the nursery if the child is absent from the nursery through sickness
- 16.4 If the child is sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours.
- 16.5 With regards to medication and administration of it to a child, please refer to the nursery's medication policy. Please ask for a copy if necessary.
- 16.6 Please also refer to clause 5.2 on matters we need to be informed about.

17. Food and dietary requirements

- 17.1 We will work with you to provide suitable food for your child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a child does not come into contact with certain foods with support from parents and external professionals should the need arise.
- 17.2 A full list of all allergens will be displayed together with the weekly menu

18. Reporting of neglect or abuse

We have an obligation to report to the relevant authorities any suspicions we have that your child has suffered neglect or abuse, and where necessary we may do so without your consent and/or informing you.

All injuries however small, whether they happen at home or in the nursery, will be recorded in the accident file – this is a registration requirement from Ofsted.

19. Data protection

- 19.1 You agree that details of your name and address are stored on the premises
- 19.2 We may take photographs and/or videos of your child for promotional or training purposes only in accordance with the permissions you have provided.

20. Security

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure we are aware of who will be collecting your child. No child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the child on your behalf and appropriate identification or agreed password has been given.

Entry to the building must only be authorised by a member of the staff team and therefore parents are not permitted to allow access to other persons/people.

21. Complaints and concerns

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our 'Complaints and compliments' policy which shall apply to any complaints received by us.

22. Events that are beyond our control

We shall not be liable for failure or delay in providing services due to events beyond our control, including but not limited to severe weather, fire, flood, epidemic, government restrictions, or third-party actions. Where the nursery is required to close due to circumstances beyond our control, fees will still be payable unless otherwise agreed.

23. Nursery policies and procedures

Parents should read and familiarise themselves with the nursery policies a summary of some of the policies is contained in the parent handbook, a full set of policies is available from the nursery manager.

24. Limitation of Liability

Nothing in these terms limits or excludes liability for death or personal injury caused by negligence. Subject to this, our total liability shall not exceed the total fees paid in the preceding 12 months.

25. Other points to consider

- When leaving your child at the nursery please make sure you allow enough time to settle them and hand over to a member of staff.
- Parents are required to provide their child with an adequate change of clothing each day.
- When dropping your child off at the nursery parents are requested to ensure they park with consideration for others.
- Ringwood Day Nursery 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.
- We do not accept responsibility for loss or damage to items unless caused by our negligence.

Terms and conditions that apply to variations to our standard contract

26. School term attendance contract

No fee charged for 3 main school holidays. No more than -

Easter	2 weeks
Summer	6 weeks
Christmas	1 week

- Dates to be set by Ringwood Day Nursery as advised by Hampshire County Council
- No holiday refund/discount option available on this contract
- No sibling discount entitlement when using this contract
- Monthly fees will be charged by the sessions attended in any given calendar month.
- Minimum booking is 3 full days per week

An example of the termly break down of the annual funding allocation:

Spring term = 13 weeks	11 weeks funded	2 weeks charged at full fees
Summer term = 14 weeks	13 weeks funded	1 week charged at full fees
Autumn term = 16 weeks	14 weeks funded	2 weeks charged at full fees
Total weeks funding		38 weeks

Please note funding is allocated in full weeks, so on some occasions additional days may also incur a cost

27. Education Grant Only Contract

- No fee charged for main school holidays
- Dates to be set by Ringwood Day Nursery as advised by Hampshire County Council
- No holiday refund option available on this contract
- No sibling discount entitlement when using this contract
- The attendance requirement is 3 sessions per week for those in receipt of 15 hours funding and 6 sessions per week for those in receipt of 30 hours funding
- Extra sessions are based on availability on the given day. Full fees will apply
- Availability of Education Grant places will be reviewed on a termly basis
- Before acceptance the original birth certificate must be seen by the Nursery