

TERMS & CONDITIONS

This document constitutes an agreement between the nursery and parent.

The “nursery/ nurseries” is all nurseries within The Old Station Nursery Group.

The term ‘parent’ refers primarily to the person or persons who are legally responsible for the child in respect of whom an application has been made for a place with the nursery.

When registering your child with a nursery within The Old Station Nursery Group, you will receive a Welcome Pack, outlining relevant policies and details of all fees payable.

By completing and submitting this form, you agree to receive childcare services from your chosen nursery within The Old Station Nursery Group, on the basis of the information provided to you and in agreement with the terms and conditions below.

This agreement begins once the nursery has confirmed allocation to your child of a place in the nursery. This confirmation will be in writing and will follow careful consideration of the application.



The Old Station Nursery, 7 Park Road, Faringdon, Oxfordshire, SN7 7BP

1 - Registration

- 1.1 I understand that the registration fee paid is non-refundable in the event that I do not take up the place reserved for my child. The registration fee is not payable where you are taking up a funded only place under the EYFE (Early Years Free Entitlement). A registration fee is required for each child reservation.
- 1.2 I will notify the nursery of changes to parental and legal guardianship of the named child on this document.
- 1.3 At the time of admission, the child's birth certificate should be produced for verification of name, date of birth and to confirm who has parental responsibility. Information from this will be recorded and kept securely in your child's file.
- 1.4 I will inform the nursery of any change in contact/personal details.
- 1.5 Settling in guarantee: The safety and wellbeing of all children in our care is our utmost priority. If for any reason your child does not settle into the nursery within the first 4 weeks of their place commencing, we shall waive the requirement to provide one month's notice (Clause 2.1).

2 – Bookings & Opening Times

- 2.1 I agree to confirm exact days of attendance no later than 6 weeks prior to my child's start date in writing, where possible. Any changes are subject to availability.
- 2.2 In the event of reducing or cancelling my child's booking pattern I agree to give one calendar months' notice. Where less than one month's notice is given, I agree that I will have to pay one full calendar month's fees. For changes to booking patterns that affect funding allocations, see 2.9.5
- 2.3 Commencement of start dates can only be deferred twice. Further deferrals will result in your placement being cancelled.
- 2.4 Charges are due even if the child is absent. In the case of illness /holidays/ unexplained absences, I agree to pay the full fee for that period.
- 2.5 Closure due to weather conditions or other situations beyond our control affecting our ability to provide safe childcare is sometimes unavoidable. The safety of the children in our care is paramount. We shall notify you if a situation which is beyond our control arises, where the impact of such situation means that we consider that it would not be possible to provide safe childcare. In such circumstances, normal fees remain payable. We shall be under no obligations to provide alternative childcare facilities to you.
- 2.6 Late collection: If you believe you may be late, please inform your nursery immediately. A late collection fee of £10 per 15 minutes will be added to your account.
- 2.7 Nurseries will close for a week at Christmas. Fees will not be payable for this period. Fees remain payable for all other celebratory/religious events.
- 2.8 The nursery will close for bank holidays. Fees remain payable for bank holidays.
- 2.9 Early Years Funding (EYF) Admissions Criteria.

- 2.9.1 EYF is offered before any additional service charges are applied.
- 2.9.2 EYF cannot be used in conjunction with any discounts.
- 2.9.3 Due to operational reasons, the nursery reserves the right to alter funded only sessions, including limiting the number of funded only places available at each setting, subject to the admissions criteria set by the relevant local authority.
- 2.9.4 Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional service. An Additional Service Charge (ASC) will be applied to all funded sessions to cover these costs. For more information on extracurricular activities, please visit our website www.theoldstationnursery.co.uk Meals include breakfast, morning/afternoon snacks, lunch, tea and drinks (dependent on the session your child attends).
- 2.9.5 If parents/carers are unable or unwilling to pay for the voluntary meals and consumables charge on funded sessions, we request parents/carers to speak to the Nursery Manager to discuss alternative options.
- 2.9.6 Booking pattern changes (that affect funding allocations) must start from the following term. Please refer to the Funding Contract for further terms on Early Years Funding.
- 2.10 Minimum number of sessions per week is indicated on the nursery fee schedule.
- 2.11 It is the responsibility of the parent to ensure security information, including entry codes and passwords are not compromised. Please inform nursery management immediately if any breach of security is suspected.
- 2.12 Extra days, sessions and hours outside that of your core booking pattern may be available and can be obtained on an ad hoc basis. These must be booked directly with the nursery manager. These sessions are subject to availability of spaces and staffing requirements.
- 2.13 Any discounts will not be applied to extra sessions billed or any additional service charges for funded sessions.
- 2.14 If your child is eligible for an NHS or Military discount, you must provide evidence to your nursery manager each term to enable your discount to continue. (Employee Photo ID card/badge and latest pay slip).

3 - Medical

- 3.1 I agree to give written parental permission at the time of the placement, to the seeking of any necessary emergency medical advice or treatment in the future.
- 3.2 I understand that I will be contacted if my child has a raised temperature in order to seek my permission for the administration of suspension-based paracetamol. However, in the event that I cannot be contacted, I give permission for suspension-based paracetamol to be administered for a temperature above 38C assuming my child has been in for over 4 hours. If my child has not been in the setting for more than 4 hours, paracetamol cannot be administered. I understand that as a result of the high temperature, I will be expected to collect my child. The Old Station Nursery will apply the company Medication Policy to circumstances arising whilst children are attending the nursery.
- 3.3 The sickness policy must be adhered to at all times and the nursery reserves the right to refuse admittance to a nursery session on the grounds of illness for the protection of the other children and staff. I



understand that my child will not be admitted to the nursery if s/he is unwell.

- 3.4 Nuts and products in which nuts are listed as an ingredient are prohibited from the nursery. 'Nuts' encompasses ground nuts and tree nuts (e.g. Peanuts, hazelnuts, walnuts, almonds, brazil, cashew etc.) but excludes coconuts and chestnuts. Products which have a warning to the effect that the product may contain traces of the item, but which don't have the item on the list of ingredients are acceptable. Where we are made aware that a child has a life-threatening food allergy (e.g. requires an epi-pen) we will work with you to minimise the risk of exposure.
- 3.5 I give consent to an antihistamine being administered to my child in the event of an allergic reaction. I understand I will be contacted immediately when this is done.

4 - Parent App

- 4.1 During the course of their work, I understand that all staff are required to carry out observations and capture snapshots of development on all of the children as part of the statutory framework for the Early Years Foundation Stage. I agree to the observation and documentation of my child's development.
- 4.2 When carrying out observations and capturing snapshots of development, children may be photographed completing group activities as well as in individual observed situations (unless otherwise stipulated due to safeguarding reasons). Group photographs may be published to your child's and other children's online learning profile and will be visible on the parent app. I understand that photos stored on the parent app in children's learning profiles cannot be shared in any way, including on social media profiles. Details of our Privacy Policy can be found on our website (<https://www.theoldstationnursery.co.uk/privacy-policy/>).

5 - Employment of Staff & Social Media

- 5.1 Any parent/guardian employing a member of staff from the nursery up to three months after their employment has ceased at the nursery will incur an agency placement fee (being four weeks gross pay). This does not include evening/weekend babysitting.
- 5.2 It is our policy that parents do not add any staff members to their personal social media.

6 - Other

- 6.1 We may terminate your child's place with immediate effect if we deem the behaviour of you or your child to be unacceptable or likely to endanger the safety, health or wellbeing of our staff, other children or anyone else at the nursery. We have a zero tolerance on abuse toward our employees.
- 6.2 In line with our safeguarding policy, we are obliged to report to the appropriate authorities any incident where we consider a child may have their safety and wellbeing compromised. This may be done without informing the parent/guardian.
- 6.3 The nursery reserves the right to amend its Terms and Conditions at any time. Such changes will be notified in writing to parents and will supersede all preceding terms and conditions issued by the nursery. The nursery will always endeavour to give as much notice as possible and will provide at least one calendar months' notice of the changes to the terms and conditions. The nursery will explain any major changes to parents, including why the changes are being made.

If you do not agree with the changes to the terms and conditions, you have the right to terminate the contract that you have with the nursery (providing the one calendar months' notice period) without incurring any additional fees.

- 6.4 The nursery can take no responsibility for lost or broken items.
- 6.5 The Old Station Nursery have a comprehensive list of policies that can be found on the website (<https://www.theoldstationnursery.co.uk/policies/>) All policies apply to this contract.
- 6.6 If there is a breach of any of these Terms and Conditions or if we deem any actions to be necessary in the interests of the other children or of The Old Station Nursery Limited, we reserve the right to suspend or terminate a child's place.

7 - Fees

- 7.1 You agree to pay our fees on time and in full. Fees must be received by the due date on the invoice which is the last working day of the month prior.
- 7.2 All invoices are available on your ParentZone app. Please ensure this is checked regularly for invoice amounts due.
- 7.3 All fees will be charged on a sessional basis and monthly in advance. ASC charges will be invoiced in full weeks on your monthly invoice.
- 7.4 Invoice queries are to be raised prior to the invoice due date. The nursery reserves the right to refuse previous month's adjustments should you fail to notify the nursery in the given time.
 - 7.4.1 If an invoice is in dispute, the following month's invoices are still payable within the agreed payment terms.
- 7.5 Tax Free Childcare payments and vouchers can take 5 working days to be received by us, please ensure payments are sent in advance of the invoice due date.
- 7.6 We reserve the right to make a late payment charge of £25 where fees are unpaid on the date that they are due. In addition, we will be entitled to recover from you the full amount of administration and other costs incurred in recovering any unpaid sum, including legal costs and disbursements on an indemnity basis.
- 7.7 Extra sessions will be charged in full even in the event of a cancellation.
- 7.8 Nursery places will be cancelled if fees are unpaid, if a child is accessing Early Education Funding these sessions will not be cancelled all other non- funded sessions will be cancelled.
- 7.9 The nursery reserves the right to review fees with one full calendar month's prior notice.
- 7.10 Cash /cheque payments are not accepted.
- 7.11 We will charge an administration fee of £25.00 for any refunds due to overpayments of fees. Refunds may take up to 14 days and will be refunded to the original payment method.
- 7.12 Nursery Fee Schedules: Each of our nurseries has a schedule of fees with additional terms that are supplemental to these main terms and conditions. Please ask your nursery manager for a copy of your nursery's fee schedule.

the
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nursery

