



## **Terms and Conditions**

The terms and conditions set out below reflect the custom and practice set out by Mossley Hill Childcare.

### **Registration & Bookings**

- To register your child for a place at Mossley Hill Childcare you must complete our registration form. You must ensure that all information provided on the Registration Form is complete and accurate. If there are any changes to the information provided on the Registration Form, you must notify us promptly and provide details of such changes. In particular, please inform us of any special dietary or medical requirements, and any alterations to telephone numbers or contact details. Failure to do so may result in delays in contacting you in the case of an emergency.
- A nursery place is allocated upon completion of the Registration Form, receipt of a £250 deposit to secure a definite place. This will be offset against the final invoice before your child leaves. We request a reduced voluntary refundable deposit of £50 for fully funded places, in order to demonstrate the intention of taking up a place that is offered.
- On the Registration Form, you should confirm which weekly sessions you would like to book your child into ("Standard Sessions"). Any sessions in addition to the Standard Sessions ("Extra Sessions") can be booked with the nursery's management team on an 'ad-hoc' basis by email. Extra Sessions are subject to availability and staffing capacity.

### **Fees**

- The nursery is open for 52 weeks of the year. Full time fees are calculated on the basis of the weekly charge for the number of sessions attended, multiplied by 52 weeks and then divided by 12 months to create a fixed monthly charge.
- Term-time only (TTO) places are calculated across 38 weeks per year and divided by 12 months to also create a fixed monthly cost. Parents do have the option to stretch funding across the year.
- All Fees are charged monthly in advance and must be paid by Bank Transfer, Childcare Vouchers (as provided by the UK Government), Tax Free Childcare or CGPS.
- Monthly invoices are sent out on the 1st of each month and must be paid by the 5th of the month via our Family app. A late payment charge of 10% will be added to the months fees for late payment after the 5th of the month.
- If any fees remain outstanding more than 21 days from the 1st of the month, we may (at our sole discretion), exclude the child from the nursery until the account is settled or terminate your contract.
- Fees are payable during any periods of absence from the nursery, including sickness, holidays, public and bank holidays, 2 inset days per year and from 13:00 hrs on Christmas Eve and New Year's Eve.
- Full day (8.00am-6.00pm) £68.00
  - Morning session (8.00am-1.00pm) £34
  - Afternoon session (1.00pm-6.00pm) £34
  - Full week £323

- If children do not attend the whole session e.g. they are picked up early or arrive late, the full session is still chargeable.

### **Government Funded Places**

Once a child reaches 9 months old parents can access either 15 hours or 30 hours of National Education Funding. Fully funded places can be taken in any combination of full days (10 hours) or half days (5 hours). A voluntary consumables fee is charged to cover the cost of meals, snacks and other consumables not covered by government funding. Please see list of items that are charged for.

Full Day - £10 consumables fee

Morning session - £6 consumables fee

Afternoon session - £4 consumables fee

- Mossley Hill Childcare reserves the right to limit these spaces and they will be provided on a first come first served basis.
- It is the responsibility of the parent/carer to make the nursery aware that they are entitled to funding and would like to use their funding with us.
- Government funded hours must be used in full:
  - 5 hours can be taken as 3 x ½ days or 1 full day and 1 x ½ day
  - 30 hours can be taken as 3 full days, 2 full days plus 2 x ½ days or 1 full day and 4 x ½ days
 subject to available spaces.
- Extra sessions or full days outside the contracted weekly sessions are offered at the nursery's discretion and chargeable at the usual session rates. EYFE hours cannot be used in relation to payment for Extra Sessions.
- Mossley Hill Childcare operate a minimum number of sessions policy which is either 2 full days or 3 half day sessions. This is to ensure children have the opportunity to settle into a consistent routine that supports their learning and development.
- We may review our fees from time to time and may take the decision to increase them.
  - If we do so, we shall give you at least two full calendar month's written notice of the revised fees. If you do not want to pay the revised fees and wish to cease using our childcare services, you can bring this contract to end by providing us with one full calendar month's written notice.
- Where at least two siblings attend Mossley Hill Childcare, we offer a 10% sibling discount. The sibling discount will apply to the eldest child's fees. If a child is allocated a EYFE 'Funded Only' place, their sibling would not qualify for our sibling discount.
- Parents / guardians / carers collecting children late from Nursery will be subject to a surcharge of £10 for every 10 minutes. For the avoidance of doubt, if you are 1-10 minutes late, you will be charged £10.00 and if you are 11-20 minutes late, you will be charged £20.00 etc.

### **Suspension/Termination**

- One month's written notice is required if you wish to terminate your child's attendance or reduce your child's sessions.
- We may cancel the contract at any time providing you with at least one full calendar months' notice in writing.
- We may cancel the contract at any time with immediate effect by giving you written notice if you do not pay outstanding fees within 21 days of the due date.
- We may cancel your contract if we deem the behaviour of 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 may cancel your contract if we deem parent/carer behaviour to be unacceptable, including where parents are verbally or physically abusive to a member of our staff.

### **Child Safety & Wellbeing**

- Mossley Hill Childcare does not accept responsibility for accidental injury or loss of property.
  - Mossley Hill Childcare maintains those insurances required by law, copies of which can be seen at the nursery.
  - If your child becomes unwell whilst in our care, we will contact you, or the emergency contact detailed on the Registration Form. If we consider that the child is not well enough to remain at nursery, you will be requested to arrange collection of your child as soon as possible.
  - If your child is suffering from a contagious illness your child should not be brought to nursery until the illness has passed. The Nursery will follow their illness and medication policies, in turn, it is expected that you fully adhere and follow guidance from a member of management to prevent further spread of infection.
  - Parents/guardians/carers are required to inform the nursery if your child is to be absent due to illness, you must comply with the nursery policies with regards to sickness, as above. Absences should be reported by 9am or 2pm for an afternoon only session.
  - Every effort will be made to meet the unique needs of every child, working in partnership with other agencies as appropriate. If, despite our reasonable efforts, we cannot meet the needs of the child, we reserve the right to immediately terminate the Contract, and withdraw the child's place.
  - You have a duty of care to notify us, in writing as soon as possible, of any changes to a child's special diet or medical condition, to ensure all appropriate measures are implemented in nursery, and required paperwork is updated. Any relevant information from a third party in relation to the child's medical or dietary condition must also be shared with the nursery.
  - Under legislation, we are legally required to report immediately any significant safeguarding or wellbeing concerns about children in our care to the local authority safeguarding team and, where appropriate, to Ofsted. In these exceptional cases, we are required to follow the instructions provided by the experts involved (which may include a requirement not to inform you of such report).
  - Parents must provide a change of clothes and a good supply of nappies: staff will inform parents when nappy supplies are running low.
  - Parents must ensure that medication such as asthma pumps and epi-pens are handed to staff at the start of every session their child attends.
- On sunny days sun cream will be applied to your child for protection against sunburn. This is supplied by parents.

### **General**

- **Variation:** It may be necessary to adapt our Terms and Conditions to reflect changes in law or new arrangements and fees relating to the provision of the Services. We will notify you of any impending changes by email or via the Family app.
- **Closures:** Refunds are not issued for closures that may be caused by circumstances beyond our control (including, without limitation, transport strikes, adverse weather conditions, acts of terrorism, ill health or failure of mains services).
- **Possessions:** Our premises are used by other children and the parents/carers, of other children. Children should not bring their own toys onto our premises, and we are not liable for any loss or damage to such possessions.

- **Limitation of Liability:** If we fail to comply with the Contract, we are responsible for any loss or damage that you suffer that is a foreseeable result of our breach of the Contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both parties knew it might happen. We will compensate you (or the child in our care) for any loss or damage to you or the child if we fail to carry out duties imposed on us by law (including in relation to death or personal injury caused by our negligence), unless such failure is attributable to your or the child's own fault; a third party unconnected with the provision of the Services under this Contract; or events which we could not have foreseen even if we had taken all reasonable care.
- **Insurance:** Details of our insurance cover, as required by law, are available from the Nursery and copies are displayed on the notice board at the nursery, or on request.
- **Third Party Rights:** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- **Waiver:** If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevents us from taking steps against you at a later date. For example, if you are late paying and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- **Entire Agreement:** These Terms and Conditions and the Registration Form constitute the entire agreement between the you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

I have read, understood and agree to these Terms and Conditions:

Signed \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ (parent/carer) Child's name:  
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