

## Nursery Terms and Conditions

1. **Parent/ carers conduct & responsibilities:** Parents and carers are required to adhere to the nurseries policies and procedures and relevant policies are shared within the parent handbook which is sent within your welcome email. You can request this prior to agreeing to these terms and conditions. Parents and carers are expected to follow the parent's role and safeguarding requirements outlined within the meet and greet pack. Abusive or threatening behaviour of any kind towards members of staff, parents or any other person involved with the nursery may result in the loss of your nursery place.
2. **Safeguarding:** If a child discloses that they or others are at risk of significant harm, or where the nursery observes or receives information of incidents likely to cause harm, the nursery has a duty to take steps to protect the child. This includes contacting our Multi agency safeguarding hub (MASH). **See safeguarding board or parent handbook for further details.**
3. **Opening Hours:** Our set full day sessions are 8am – 6pm. Our half day sessions range from 8am-12.30pm or 1.30pm-6pm. Parents are required to arrive a minimum of 5 minutes before your child's sessions end.
4. **Waiting List:** First priority is given to children who are already attending the nursery. Second priority is given to siblings of children already attending the nursery. Subsequently, the waiting list operates on a first come basis. Please note that it is not possible to guarantee a place for all children moving from one room to another, although every effort is made to ensure a place is available.
5. **Registration & Deposit:** Available places depend on the age of the child and the number of sessions required. A **£80 non-refundable** charge is payable at the time of registration. A deposit is also required in advance. The deposit is used as a holding fee and is refunded upon leaving or withdrawing your application. You are entitled to the return of the deposit once a one months paid notice has been given in writing and all fees are up to date. This applies to **all** spaces including children who are yet to commence their full sessions e.g. settling and those on the waiting list.  
**You will NOT be entitled to your deposit refund if:** Registration fees and deposit payments only apply to parents who are paying or top up funded hours.
  - You fail to begin your sessions within a **6 month period** from your chosen start date
  - You withdraw your child from the nursery despite a place and start date being agreed
  - You leave within **6 months** of commencing sessions
  - You fail to provide your **PAID** notice and pay your fees in full
  - Your child's nursery place is terminated as a result of a breach of the terms and conditions and/or policies and procedures.
6. **Contracted sessions:** Once registered and a confirmed nursery start date agreed, your nursery contract will be issued, which will consist of your settling in sessions, contracted days and times. Your nursery fees will commence on the third week of attendance following a free two-week settling in period. As per your contract, full fees will be required on the third week of attendance following the free two-week settling period. Irrespective of reduced sessions, days or any other reason to delay/ minimise full sessions. Contracted sessions require a minimum of one months' notice should you wish to reduce sessions. An increase in sessions will be offered sooner depending on availability. Your contract cannot be changed on a temporary basis e.g. reducing or swapping days however we do offer a maximum of 3 emergency swap days per year, subject to availability & extra sessions can be requested.
7. **Fees:** Nursery fees are calculated on an annual basis for 52 weeks a year and are required monthly, in advance of attendance through the nursery software app, Family. **Fees are required for all closures and absences regardless of the reason.** Irrespective of when a contract commences, the same fee calculation applies. The Nursery fee calculation is: Weekly charge x 52 weeks Divided into 12 months. However, if children are in receipt of funding, fees will be recalculated hourly. (Hours per week x 52 weeks divided into 12 months). Consumable rates may be added to fees and this will apply to any children with a stretched contract or who are in receipt of 15/30 hours attending half or full days. There are two options basic or all inclusive - see full prospectus for further details.  
 You will receive a contract with the breakdown in fees, this will remain a rolling contract unless a change is requested and confirmed in writing. You will be sent an invoice by 25<sup>th</sup> of each month which will consist your standard monthly payment and any additional costs such as late fees or extra sessions etc.  
 Additional days are charged at an increased fee to cover additional admin duties (£5 added to standard session rate). Once your request has been confirmed & agreed payment is required within 48 hours and in advance of attendance. Extra sessions are only refundable or can be amended if a full calendar month is provided. The nursery accepts external vouchers, e.g. Tax-Free, Childcare Grants, Edenred etc however extra charges may be added for additional admin duties. There is no set fee review, fees are reviewed to reflect the running costs of the nursery. Parents will be given a 2 months' notice as and when applicable.  
**Late fees:** Failure to pay by the 1<sup>st</sup> of the month will result in a late payment charge of £10 on the first instance and £10 for each week that payment is late. Continual lateness of fees may result in suspension or even a loss of your nursery place. Failure to pay or failure to cooperate in a repayment plan will result in redeeming outstanding payments through debt collectors.  
**Admin charge:** A £10 admin charge is applied to fees, when they are not made through Family or agreed method of payment.
8. **Funding:** Tamba offers both 15 hour and 30-hour funding. As we provide full day care across the entire year, funding is offered on a stretched basis which means your child does not have breaks or holiday periods off. Limited part time places may be available. We require younger children e.g. babies to take up full days and a stretched offer. This is because of the impact this will have on the babies as a result of regular and prolonged periods of time away from nursery and the effect this will have on their personal, social and emotional development and well-being. Consumable fees are added to contracts to cover the costs of additional services e.g. meals, extracurricular activities, local trips etc.
9. **Additional charges:** Should you require letters/invoices for external purposes from the office, an additional admin charge will apply. Charges are as follows:
  - Additional invoices – a £5 fee per invoice
  - Additional sessions/days – a £5 fee added to each additional session (to standard rates)
  - One off letter e.g. proof of attendance/parental responsibility confirmation - £10 per letter
  - Childcare Grant Payment – should you be entitled to CCG payments, an additional £5 will be added to your weekly fee for extra administration duties.
10. **Closures:** During the Christmas/New Year period the nursery will be closed **for 3.5 working days**. The dates will differ depending on yearly calendar. Parent's will be informed in advance as to which day this will be.  
 The nursery is closed **3 days** a year for staff training. Dates will be provided as early in the year as possible. We are also closed for all public bank holidays and the nursery Summer annual trip. **Please note. Parents are charged for 52 weeks a year and parents are expected to pay for all closures.** It is parent's responsibility to be familiar with the closure dates.
11. **Unexpected Closures:** In cases whereby, the nursery must close due to unexpected circumstances such as; weather, mass illness and health and when safety/hygiene requirements unable to be met e.g. no water supply, fees will still be required in full. Each situation will be managed individually and the nursery will try its upmost to support parents during such cases.

**12. Children's Absence/Holidays:** Children who are unwell must remain at home and parents must follow the sickness policy including non-attendance following injections or first dose of antibiotics for an observational period of 24 hours. If for any reason your child cannot attend the nursery, please telephone or send a message on Family by 9:00am. If no contact is made with the nursery about an absence we have a safeguarding requirement to contact the Multi- Agency Safeguarding Hub (MASH) to report the child as missing. Refunds will not be given for non-attendance due to illness, holidays or closures. Parents must disclosure all holidays including length, location & purpose with as much notice as possible. Depending on individual circumstances, children may need additional settling in hours accompanied by a parent/carer prior to full sessions recommencing following a holiday or period of absence.

**13. Sickness:** If a child becomes sick at the nursery, every effort will be made to contact the parents to take them home. We require parents to collect within a **1-hour** window of being initially contacted. If they are unable to collect in this timeframe, they are required to send an emergency contact or any other suitable person. The nursery reserves the right to seek medical advice and take the child to seek external medical attention if required or in an emergency. Medicine will only be administered to your child if we have been given written permission to do so. Some medication must be prescribed by a doctor however over the counter medication is fine. It is to the discretion of the nursery manager or person in charge to decide if a child is well enough to attend. Please note that no child may attend nursery during the first **24-hour period** after the initial dose of an antibiotic course of treatment and vaccinations and immunisations.

**14. Punctuality:** All children are required to come in on time for their session. If you are running late please inform the nursery by a telephone, email or nursery app. There may be particular times that you cannot drop your child to the nursery e.g. trips or according to particular routines. These are usually communicated via posters or in person.

**15. Refunds:** No refund issued for non-attendance for any reason including holidays or sickness. Should a refund be due please allow up to 28 days for this to be processed. Should an overpayment be made e.g. incorrect fees & a refund be requested, a £10 admin fee will be deducted from the amount due to be refunded. No refund issued for non-attendance.

**16. Late Collection:** A late fee per child will be issued if collected after end of session. An initial late fee of **£5** will be issued if late by 5 minutes, after this a charge of £1 per minute will be issued. Continuous lateness will result in the loss of your nursery place.

**17. Child Collection:** For your child's safety, the nursery will only release a child to a parent or carer, unless we have been previously supplied with full details in writing (via email or the nursery app) and a photograph of the person who will be collecting your child. Only person's above the age of sixteen can collect your child. The person collecting must be deemed suitable by the nursery before your child is released into their care. Those who have legal parental responsibility and who are known to the nursery have permission to collect, unless provided legal documentation to state otherwise.

**18. CCTV:** Safeguarding children is our priority and one measure we have in place is our CCTV System. We have CCTV in classrooms, garden area, hall ways but NOT in changing rooms or toilets. CCTV does also have audio recording for the use of Safeguarding purposes. CCTV is only accessible to staff, parents cannot access CCTV for safeguarding and data protection reasons. There may be times where Tamba may liaise with external organisations such as Ofsted or the Police who may ask to view CCTV footage.

**19. Visiting the setting:** Parents/carers are asked to keep visitors to a minimum in order to safeguard children. Friends, family members must remain at the door and only one adult should collect the child. Parents/carers are prohibited from using mobile phones in the nursery. Parents must not tailgate and are required to enter the nursery separately and not give anyone access to the nursery.

**20. Clothing/ Accessories:** Children must not wear jewellery to the nursery except for religious symbols. No responsibility will be taken for any item brought into the nursery that is not clearly labelled, and no responsibility will be taken for anything left on the premises after a child has finally left the nursery. Children must come to nursery wearing appropriate clothing and footwear.

**21. Outings:** If parents have given permission during their registration process, staff will not always inform you of minor outings. Minor outings are defined as any outing that does not require transport. All major outings will need permission from parents/ carers and usually will require contributions for each event.

**22. Parking:** There are no designated parking facilities for the nursery. However, there are local parking facilities available. Please take care and do not block any neighbours, even for very short periods of time. Please take others needs into consideration when dropping off or collecting your child from nursery. Please ensure when using local parking, you abide to their terms and conditions of parking including healthy school road schemes. The nursery will take no responsibility for parents fines or tickets.

**23. Buggy facilities:** The nursery has limited buggy storage therefore children under the age of 2 take priority and we actively encourage children from the age of 3 to walk to nursery (individual circumstances will be taken into consideration). The nursery will not take any responsibility for loss or damage to any buggies or personal belongings. Please ensure you only use allocated buggy storage areas and do not block any entrances/fire exits for health and safety purposes.

**24. Complaints/Compliments:** If you have any comments or complaints about the nursery, please do not hesitate to contact us. In the first instance please contact your nursery manager or person in charge to try and resolve the matter. If you feel that the complaint cannot be handled in this way please refer to our complaints policy.

**25. Termination of your contract & Notice period:** Contracts can only be terminated at the end of the calendar month, where notice is given on any day of the month, the notice period will only commence on the first day of the following month and will continue until the last day of the same month. Should you wish to return following a termination of contract you will be required to repay your deposit and registration fee.

**The nursery has every right to terminate a nursery place if a parent fails to meet the terms and conditions and/or policies and procedures. Depending on the context and breach, no notice of termination is required by the nursery to the parents or carers**

**Acknowledgement:** I have read and fully understand the terms and conditions and read all the information enclosed in the prospectus. All changes or updates to the terms and conditions will be sent and shared with parents and carers. By continuing to use our services following the effective date of any new Terms and Conditions, you are deemed to have read, understood, and agreed to the updated terms. If you do not agree with any part of the revised Terms and Conditions, you must notify the nursery in writing within 7 days of receipt. Failure to do so will be taken as acceptance. A copy of the Terms and Conditions can be found on our website and will be emailed alongside your contract.