

Terms & Conditions

Orchard Lea Nursery believes that as an Early Years setting we should work in partnership with its families. These terms and conditions, along with our policies, set out the agreement between Orchard Lea Nursery Ltd (the nursery) and our parents/families as part of this relationship. Please do not hesitate to contact us if you would like to discuss them further. By registering your child with Orchard Lea Nursery Ltd and allowing and paying for Orchard Lea Nursery Ltd to provide childcare for your child or children you agree to the terms set out below:

1. Trading Hours

- 1.1. Our Nurseries are open between 7:30am – 18:00pm Monday to Friday, excluding Bank Holidays and Christmas closing.
- 1.2. Children will not be released to any persons unknown to nursery staff. Please give Nursery notice of changes in collection details or complete a “permission to collect slip”. **(Strictly adhered to).**

2. Late collection

- 2.1. We ask you to collect your child promptly at the end of their session. Should you be delayed please telephone us to advise. Please see our Late Collection Policy.
- 2.2. A charge of £1 per minute will be levied for **continual** late collection. Late collection without notification will be charged at £2 per minute. Late collection after 6pm will be charged at £30 an hour and charged by the minute until your child is collected. Your child’s place may be suspended for continual late collection. Please see our late collection policy.

3. Admissions

- 3.1. The nursery reserves the right to withhold or withdraw any child’s place. Failure to fully complete the required registration forms may result in your child’s place being withdrawn or suspended.
- 3.2. Once an agreed start date has been confirmed we will allow one postponement of up to 4 weeks from the agreed start date. Any further and or additional postponement past 4 weeks will incur chargeable fees at our current fee structure.
- 3.3. Nursery Admissions are on the 1st September each year. Any admissions for newly registered children requesting a start date after this date will be subject to our waiting list availability. Orchard Lea Nursery Ltd reserves the right to charge a session retainer fee of 50% of the current fees for any requested sessions starting after the 1st September of the subsequent academic year, in which the sessions have been requested/ a completed registration form received. (An academic year is defined as the 1st September – 31st August) Unless specifically agreed with ourselves.
- 3.4. Subject to availability an immediate start, four weeks from the date of receipt of a completed registration form and deposit, maybe available.
- 3.5. All nursery sessions and children’s places that are offered are subject to receipt of the deposit and completed registration form within 2 weeks from the date of offer.
- 3.6. If the requested sessions are not available the nursery operates a waiting list procedure, on a first come first served basis. Once you have been offered a place/ session we will hold that place/session for a period of two weeks. If you do not confirm whether you would like the place/session within that two week period, you may potentially lose the place/ session as it may be offered to another child.
- 3.7. We require all children to wear SPF protection in the form of sun cream to enable us to safeguard our children from the harmful effects of the sun as per our UV protection policy.
- 3.8. We require all children to be up to date with their age related vaccinations to ensure they are fully immunised.

4. Early Education Funding for 2, 3 & 4 year olds

- 4.1. Your child will receive funding the term after their third birthday. Some children qualify for 2-year funding which will start the term after their second birthday. Parents will need to apply to 2 year funding directly with the Local Authority.

- 4.2. Funding is subject to a completed and signed Funding form from the corresponding Local Authority and a copy of your child's birth certificate.
- 4.3. As a setting that is open all year round (AYR), we deliver 11 hours of Universal Entitlement per week over the 52 weeks of the year or 22 hours of Extended Entitlement of 52 weeks of the year.
- 4.4. If your child is accessing a fully funded place of 3 half day sessions (maximum 11 hours per week) a deposit is not required, please see our funding policy.
- 4.5. Any funded hours are subject to an hourly consumable charge of £1.25 per hour. If children attend during lunch (12:30 – 13:30) there will be a separate meal charge of £2.75 for lunch. If children attend after 17:30pm there will be a separate meal charge of £2.50 for tea.
- 4.6. If for any reason we are unable to claim funding for your child(ren) from the Local Authority, full fees will be incurred for any and all sessions they have attended at nursery, including any notice period given.
- 4.7. Please see our [Funding Policy](#) for further information on funding delivery.

5. **Fees**

- 5.1. Deposits – a non-refundable deposit of 25% of the expected monthly fees is required to guarantee your child's place at the nursery along with the completed registration form. This deposit will be deducted from your first invoice.
- 5.2. Invoices are sent out before the 1st of each month via email, (with password protection) covering that subsequent month's fees. This is payable on receipt. Balance to be cleared funds received in our bank account by 14th of each month. Please be aware that salary sacrifice vouchers/ Childcare Vouchers schemes can take up to 5 working days to reach our account.
- 5.3. We reserve the right after the 14th of each month to add a late payment charge of 2% per week of the total amount outstanding on your account (the specific late payment charge dates are on the 15th, 22nd & the last working day of each month, or the first working day following these dates) Your child's Nursery place/ regular sessions may be suspended until the full amount outstanding is paid or a repayment plan arrangement is agreed. (If you are experiencing problems with payment, please contact the office to discuss further). Please note that childcare voucher payments can take up to five working days to be received into our bank account. Working days are defined as per our trading hours set out in 1.1 above.
- 5.4. Late payment reminders emails will be sent out weekly after the 14th of the month to any family account that has a balance over £10.00. The reminder email will include any late payment charges that have been added as per of section 5.3 above. The specific dates that late payment reminders will be sent out are on the 15th, 22nd & the last working day of each month, or the first working day following these dates.
- 5.5. If a repayment arrangement plan is unsuccessful in recovering the full amount outstanding, we will pass your account details onto our debt collecting agency for recovery.
- 5.6. Extra sessions will be charged the following month and in arrears. If possible, seven days' notice is required for extra or extended sessions and can only be granted to those accounts that have no arrears.
- 5.7. The Nursery's fee structure is subject to an annual increase which will take effect from the 1st September of each year. One month's notification via email will be given to parents prior to the increase.

6. **Discounts**

- 6.1. Only one discount is applicable per child. The highest percentage discount available will be applied to your child's invoice, subject to eligibility. Discounts are defined in our details pack and on our website.
- 6.2. Discounts are applied to hours that are purchased, not to hours that your child(ren) attend at nursery.
- 6.3. Discounts are not applicable to meal costs, breakfast or tea clubs.

7. **Absences**

- 7.1. Our children attend All Year Round (AYR), we do not offer Term Time Only attendance.
- 7.2. For children where absences are notified in writing, via email or a completed holiday form, giving one calendar months' notice, a reduction in fees to zero rate is made for the session(s) that have been requested as holiday.

- 7.3.** Our Annual holiday allowance is two weeks per academic year running from 1st September – 31st August. Holiday allowance is pro-rata if your children attendance is part time and if they joining part way through the academic year.
- 7.4.** Holiday allowance cannot be carried into a new academic year. If you do not use your child's full holiday allowance or there is any holiday entitlement remaining at 31st August, they will not be added to the new years entitlement starting on 1st September.
- 7.5.** Public/Bank Holidays are not charged.
- 7.6.** No charge will be made for Nursery closure between the Christmas and New Year Bank Holidays (usually 3 days).
- 7.7.** All other absences incur payment at full rate.
- 7.8.** When children take short notice holiday (whether over quota or not) giving at least one weeks notice a credit for meals will be given.
- 8. Attendance, Changes & Cancellation of Your Childs Place**
- 8.1.** Nursery has a minimum number of 2 sessions per week. These can be full or half day sessions.
- 8.2.** All changes in attendance /regular nursery sessions require one calendar month's notice, including cancelation of your child's place at nursery. We may be able to bring forward any increases or additional session subject to our availability.
- 8.3.** The Nursery will assume that your child will leave nursery, to go to school (year 0 reception), on the 31st of August following their 4th birthday. We require one month's notice to bring their leave date forward from this date.
- 9. Disruptions to Our Service**
- 9.1.** On very rare occasions where the nursery may need to close or reduce it service due to reasons out of its control (Force Majeure), full fees are payable. These include, but are not limited to; bad weather, disruptions to utilities, disruption to public transport and the road network, industrial action.
- 10. Medical**
- 10.1.** Medication forms should be completed and accompany any prescribed medicines or inhalers to be administered at Nursery. Prior consent forms for medication and emergency treatment must be completed. All items must be clearly labelled with Child's name and dosage to be given. All medication should be handed over to staff - not left in children's bag. Please see our Medication Policy.
- 10.2.** Failure to comply with our Illness Guidelines may result in suspension of your child's place at Nursery (e.g. 48 hours exclusion for sickness and diarrhoea). Please see Sick Child Policy. Health Updates are regularly posted on Parents Notice Board and doors.
- 10.3.** In the event of an incident that requires further medical attention should parents/carers or other emergency contacts be unavailable Nursery will take any appropriate further action (e.g. visit to doctor / hospital). Please see Sick Child Policy.
- 10.4.** It is your responsibility to inform the office in writing, an email or via a notification of change form, of any changes in your child's circumstances i.e. dietary, medical needs etc.
- 11. Accidents & Incidents**
- 11.1.** All staff whether care or administration will be pediatric first trained, or they will be booked on to start their training.
- 11.2.** The Nursery team monitor and supervise your child as much as possible, but accidents can happen at nursery. Please see our accident policy.
- 12. CCTV**
- 12.1.** The Nursery uses CCTV recording equipment throughout the nursery and surrounding grounds, except for bathroom and child changing areas. Images are not available to the public or for viewing outside of the nursery. Recordings can be viewed in the office by parents and families upon request.
- 13. Personal Information.**
- 13.1.** Orchard Lea Nursery Ltd is registered with the Information Commissioners Office (ICO) as part of the Data Protection Act. All personal data is stored securely and not passed on to any third parties for financial gain. Please see our GDPR Data Protection policy for further information.

13.2. It is your responsibility to inform the office of any changes to your contact details or change of address. Failure to do so will mean that we may be unable to contact you in cases of emergency.

14. Personal belongings

14.1. Please ensure that all articles of clothing are clearly named. Unclaimed property will be disposed of after 30 days. Nursery cannot accept responsibility for loss or damage to children’s belongings.

14.2. Please supply nappies for your child. If Nursery nappies have been used, please replace on next session. If you fail to provide nappies for your child, Orchard Lea Nursery Ltd will add a nappy surcharge to your account for providing nappies.

14.3. Orchard Lea Nursery Ltd does not accept any liability for loss or damage incurred to any items that are left outside or brought into nursery. Any items left or brought into nursery are done so at the owner’s risk.

15. Cars and Parking

15.1. Vehicle access to the Kingswood Nursery is restricted to Disabled badge holders only. Please do not park in the driveway or lane.

15.2. Please park sensibly, remembering that the Nursery is located in a residential area. Consider our neighbours when setting down and collecting children and do not park in or obstruct the access lane, side roads or pavements, anyone continuously reported as parking irresponsibly will be suspended from Nursery.

16. Notes:

16.1. Nursery has a zero tolerance policy towards aggressive or threatening behavior and emotional or physical bullying. Your child’s place will be withdrawn if any of these inappropriate behaviors are demonstrated at nursery.

16.2. Your child may be used in promotional and marketing content online, photos, videos etc. If we do not have permission to include your child their face will be pixelated or blurred out to make them unidentifiable.

16.3. Nursery has a statutory legal obligation to report to Social Services, Ofsted and RIDDOR various incidents and occurrences including: concerns for a child’s welfare, unexplained and recurrent historic injuries, accident / injuries requiring further medical treatment, notifiable diseases and late collected / uncollected or lost child. Please see Specific Policies / Procedures.

16.4. Should you have any comments or complaints, please contact the Managers at the Nursery. Should you feel that your concerns are of a serious nature or have not been resolved fairly please contact: Ofsted, Piccadilly Gate, Store Street, Manchester, M1 2WD. Telephone: 0300 1231231. Please see our Complaints Policy.

These Terms and conditions are subject to change with one month’s notice from Orchard Lea Nursery Ltd. Please Sign to Acknowledge and agree to these terms and conditions.

Parent 1 Name:

Parent 2 Name:

Parent 1 Signature:

Parent 2 Signature:

Date:

Date: