The Udder Pre School
Part B - Terms & Conditions
April 2024

The terms and conditions detailed in this document represent the key elements of our agreement with you. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. We value the partnership between our parents and carers and are happy to discuss our terms further if you require.

1 Booking and Registration

1. Your acceptance of our terms and conditions is initiated at the booking and registration stage. A contract for the Nursery services will be formed between you and us once you have given us a signed, fully completed, registration form and the non-refundable £75 admin fee, and we have confirmed to you in writing that your application for a place has been successful.
2. The contract shall last until it is terminated by either you or us giving to the other, in writing, at least four weeks' notice. However, the contract can, in some circumstances be terminated immediately. If there is a failure to pay any amount due to the Nursery. Full payment should reach us no later than the 25th of each month. You are liable for the fee during the notice period.
3. Unfortunately, should you cancel your place, the admin fee will become non-refundable.
4. Changes to your booking – swapping and increasing sessions can be considered but we cannot guarantee that we will be able to swap or increase the sessions as this has an impact on staff ratios. If you wish to decrease your child's sessions we require 4 weeks notice.
5. Before your child starts, we offer 2 settling in sessions free of charge. In the unlikely event that your child does not settle into Nursery, (1) we can offer some shorter sessions that you will be charged for. (2) the parent/carer may terminate the booking but will be liable for 4 weeks' fees. (3) the Nursery reserves the right to terminate the booking giving 2 weeks' notice if we feel we have acted with all due care to settle your child and in our opinion it has been, unsuccessful. Before taking such action, we will make sure we have explored strategies that could provide us with a positive outcome.
6. If your booking is for a full-time place, Monday to Friday, 8.00 – 6.00, All Year and the place has been confirmed by us, it is not possible to reduce the booking for 8 weeks after commencement. At this time the Nursery requires 8 weeks' notice of any changes.

2 Our Obligations:

1. We will use all reasonable efforts to provide the best in childcare facilities for your child at the agreed times (subject to any days when the nursery is closed)
2. Provide you with regular updates on your child's progress
3. Keep you up to date and informed with regular emails
4. Notify you as soon as possible of any days on which the nursery will be closed

3 Your Obligations:

1. Confirm within one week of receiving notification that you still wish to take up the nursery place, if you do not, the place may be withdrawn.
2. Complete and return to us our standard registration forms before your child can start at our nursery, supply a copy of their birth certificate and proof of home address (ie. utility bill)
3. Inform the nursery at the earliest opportunity if a child is ill on the day they are due to attend the nursery.

4. Complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines).
5. Immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease that could easily be passed on to another child during normal daily activities of the nursery.
6. Immediately inform us of any changes to your contact details.
7. Keep us informed as to the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them we will require a password.
8. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care
9. Provide your child with a healthy lunchbox if attending a Short or Full day
10. Provide your child with suitable clothing as listed in our Kit list
11. Inform us if your child is the subject of a court order & provide us with a copy of such order on request
12. Immediately inform us if you are unable to collect your child from the nursery by the official collection time
13. Inform us as far in advance as possible of any dates on which your child will not be attending the nursery
14. Check your invoice on receipt each month. Any queries or disputes must be reported within 3 months of the date of the invoice
15. Provide us with at least 4 weeks' notice in writing of your intention to decrease the number of hours your child spends at the nursery or to withdraw your child from our nursery and end this Agreement. If insufficient notice is given you will be responsible for the full fees for your child for 4 weeks from the date of any change as if their hours had not decreased.

4 Fees

1. Fees are inclusive of all snacks, teatime meal, drinks, and nappies.
2. Fees are charged at the beginning of each month and we ask that they are paid within seven days. We accept cash, direct debit, and Childcare vouchers. Responsibility for paying fees resides with the parents or legal guardians of the child.
3. Fees are calculated on a calendar month basis.
4. A charge of £25 will be made for late payment. Full payment should reach us by the 25th of each month.
5. A charge of £3 will be added to your next bill if the Nursery has to provide a packed lunch due to the child having to stay longer at Nursery or the child came without their lunchbox.
6. If your child starts partway through the month then we would ask for payment to be made on their first day at Nursery.
7. Fees are reviewed once per year normally and if there are any changes to the fee rates we will endeavour to notify to you at least 8 weeks in advance.
8. Extra sessions will be added to your next months' invoice.
9. We are unable to refund fees for sessions not taken due to illness, absence, or where the Nursery is forced to close due to circumstances beyond our control. Please see Section 6 of this agreement.
10. There is a minimum booking commitment for all children of 2 sessions per week on separate days. Bookings must be for the same session(s) each week. It is not possible to swap days, but subject to availability we may be able to add an extra session at the normal chargeable rate.
11. There is a minimum booking commitment for all children in the Dairy and Milking Parlour rooms to come for a short day session.
12. A late collection charge is applicable for a child who is collected late. This is charged at your child's normal hourly rate but if it is after 6pm then the rate is £10 per half hour.

13. A 10% sibling discount is given to the eldest sibling where you have more than one child attending the Nursery.
14. A 20% discount and 2 weeks holiday at no charge applies for a full-time place (8.00 – 6.00, Monday to Friday, all year round)
15. The Nursery is closed on Bank holidays and one week at Christmas there is no charge for these days.

5 The Early Years Funding

1. Government Funding is provided by the local government. Children qualify for the grant in the term after the term in which they turn three years old. For two year funding for children with Working Parents, children qualify for the grant in the term after the term in which they turn two years old.
2. We offer the funding only during Term time weeks
3. **We do not offer the full 30 hours which you may be able to claim at a different nursery.**
4. For children attending the Nursery 30 hours or more, we offer a total of 15 hours of funding per week
5. For children attending the Nursery for less than 30 hours, we offer a total of 12.5hrs funding per week
6. Eligible 2-year-olds can also claim the funding if they have a valid reference number.
7. We will complete all the necessary paperwork for you to sign.
8. Any charges beyond the Early Year's funding are included on our fee sheet.
9. Please also see the charges for funding sessions on our fee sheet.

6 Termination and Suspension of Childcare

1. You may end this agreement by giving four weeks' written notice. We would ask that a reason is given so we can understand the reason for the termination but it is not compulsory.
2. You may end this agreement with immediate effect if (1) we have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period of being requested to do so (2) we change any of the terms and conditions in an unreasonable manner.
3. We reserve the right to end this agreement with immediate effect if (1) you have not paid the agreed fees (2) you have breached your obligations under this agreement and you have or cannot put right that breach within a reasonable period of being requested to do so (3) your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children in the Nursery (4) financial, business or commercial reasons compel us to radically change the nature of the Nursery's operations, including but not limited to the permanent closure of the Nursery, change of childcare service, change to child numbers and age groups. We would naturally provide you with as much notice as possible given any of these events.
4. The services may be suspended (meaning the child is temporarily not able to attend the nursery) in the circumstances of events happening beyond our control.
5. If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, civil action, an act of terrorism, war, etc.) occurs, for which we have business interruption insurance, we may close the Nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.
6. If it is, in our reasonable opinion, necessary or in the interests of the child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, an outbreak of flu, swine flu, COVID-19, or other illnesses, etc.

7. Every effort will be made to minimise the disruption to our service and the cost to the parents/carers.

7 The Welfare of the Children

1. We will do all that is reasonable to safeguard and promote the children's welfare and to provide care to at least the standard required by law and often to a much higher standard.
2. We will respect the children's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
3. Your consent to such physical contact may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare.
4. Nappies are provided by the Nursery
5. Parents should provide sealed formula milk for bottle feeding children. Bringing in and storing made-up formula milk may increase the chance of a child becoming ill and should be avoided.
6. As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy from the office.
7. The nursery uses emergency procedures for accidents, evacuations, incidents, and allergic reactions, please refer to the individual policies and procedures and ask for a copy from the office where required.

8 Health and medical matters

1. If a child becomes ill during the nursery session the nursery office 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, we will if practicable attempt to contact you and obtain your prior consent.
2. However, should we be unable to contact you we shall be authorised to decide on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions).
3. If a child is suffering from a communicable illness, he/she should not be brought to the nursery until the infection has cleared. A full copy of our Managing Children who are sick or infectious policy is available from the nursery manager. Please refer to the Illness and Medication information supplied in your information on minimum periods of exclusion from the nursery.
4. You must notify the nursery if your child is absent from the nursery through sickness.
5. If your child has been sent home from the nursery because of ill health, (vomiting or diarrhoea) he/she will not be re-admitted for at least 48 hours from the last episode.
6. If your child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 24 hours.
7. As regards medication, and the administration of it to your child, please refer to the nursery's Administering medicine Policy. Please ask for a copy of it if necessary.

9 Food/dietary requirements

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 your child does not come into contact with certain foods with support from parents and external professionals should the need arise.
2. Menus will be displayed in the entrance hall and copy sent home weekly, and parents and children will be able to feed into the review of these.
3. No packed lunches supplied by parents for children will be heated up by us.

10 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 without informing you.

11 Limitation of liability

1. This clause sets out our (and our employees', consultants) liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
2. All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
3. Nothing in these terms and conditions in any way limits our liability for fraud, or death or personal injury resulting from negligence.
4. We shall not be liable for:
    - Any loss or damage to any toys, equipment or bags, clothing, etc. you may bring into our nursery
    - Loss of any profits, or consequential loss; or any other indirect loss; and

5. Subject always to clause 11.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to the cumulative price paid by you for the Services over the course of the contract.

12 Data protection

1. You agree that details of your name, address, and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
2. We may take photographs and/or videos of your child for promotional or training purposes only. If you do not wish for your child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the nursery manager.
3. Any personal data related to you or your child will be dealt with following our privacy notice, which can be found at www.the-udder-preschool.co.uk

13 Security

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that 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 has the correct password.

14 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 policy which shall apply to any complaints received by us.

15 Changes to these terms and conditions

1. We may change these terms and conditions where such a change arose from a change in regulations or legislation affecting us.
2. We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

16 No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

17 Assignment

You shall not, without our written consent, transfer to anyone else any of your rights or obligations under these terms and conditions.

18 Rights of third parties

A person who is not a party to the contract shall not have any rights under or connection with it.

19 Governing law and jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.