



Terms & Conditions

For the purposes of this document:

"Agreement" means the agreement between the Parents and the Nursery set out in these Terms & Conditions

The "Nursery" means Egg Day Nursery, a trading name of Egg Childcare Ltd company registered under number 6808080

"Parents/You" means each person who has signed the Admission Form as parent or guardian of your child (or a person who with the Nursery's express written consent replaces a person who has signed the Admission Form).

"Fees" means fees charged for anything provided by the Nursery including additional and supplemental fees for any extras incurred or agreed in advance.

"Funded children" means children who are in receipt of Early Years Education Funding

"Unfunded children" means children who are not in receipt of Early Years Education Funding

"Funding Option 1" means a maximum of 22 funded hours per week offered over 51 weeks per year

"Funding Option 2" means a maximum of 24 funded hours per week offered over 47 weeks per year

"Funding Option 3" means a maximum of 11 funded hours per week offered over 51 weeks per year

"Funding Option 4 & 5" means a maximum of 12 funded hours per week offered over 47 weeks per year

1. ADMISSION

1.1 Admission for Unfunded children & Funding Options 1 to 4

1.1.1 To register for a Nursery place the admission form must be returned signed with a non-refundable administration fee of £50 and a deposit equal to half of one month's fees paid by bank transfer, childcare vouchers or tax free childcare within the time frame specified on the offer letter.

1.1.2 For Unfunded children and children accessing Funding Options 1 & 3 the deposit will be held on account and returned within one month of the child's leaving date and once all outstanding fees have been paid. For children accessing Funding Options 2 & 4 the deposit is equal to the monthly meal charge and will be held on account and returned within one month of the child's leaving date and once all outstanding fees have been paid.

1.1.3 Parents applying for an Extended Funded Place of 1,140 hours must provide a valid eligibility code no later than 6 weeks prior to their child's confirmed start date.

1.2 Admission for Funding Option 5

1.2.1 To register for a Nursery place the admission form must be returned signed. An email will be sent confirming the place

2. FEES & CLOSURE DAYS

- 2.1 Unfunded and Options 1 & 3 Funded Children: Fees are charged in 12 equal monthly payments. Fees are charged in advance and must be paid in full by bank transfer, tax free childcare or childcare voucher on the first day of the month to which they relate. Any extra charges incurred after the invoicing process date will be charged on the following invoice.
- 2.2 Options 2 & 4 Funded Children: Fees are charged in 11 equal monthly payments. Fees are charged in advance and must be paid in full by bank transfer, tax free childcare or childcare voucher on the first day of the month to which they relate. Any extra charges incurred after the invoicing process date will be charged on the following invoice.
- 2.3 Option 5 Funded Children: Any regular additional hours taken in addition to your child's funded hours will be charged for at a fixed half hourly rate. They are charged monthly in advance and must be paid in full by bank transfer, tax free childcare or childcare voucher on the first day of the month to which they relate. Any ad hoc hours booked will be charged on the following invoice.
- 2.4 You are asked to provide nappies, wipes/cotton wool, formula milk, nappy cream & sun cream. The Nursery reserves the right to charge for these items if your child has run out.
- 2.5 Fees are payable during all periods of child absence from the Nursery such as, but not limited to, holiday, illness including exclusion periods and on Bank and Public Holidays. Fees will also remain payable during any period of closure due to reasons of forces beyond our control such as, but not limited to, extreme weather, loss of heating, lighting, fire or flood and non-admittance of the child for any reason.
- 2.6 The reduction in fees from when a child turns 3 will take effect the month following their 3rd birthday.
- 2.7 The Nursery accepts tax free childcare payments and childcare vouchers for all or part payment of fees. These payments and vouchers must reach the Nursery's bank account by the first day of the month for the fees to which they relate.
- 2.8 The Nursery closes for Christmas at 5pm on the last working day before Christmas Eve and re-opens on the first working day of the New Year.
- 2.9 The Nursery closes at 5pm on the day of the annual staff Christmas party. A minimum of two months' notice of this date will be given.
- 2.10 It is not possible to swap days or sessions if your child is unable to attend Nursery
- 2.11 The Nursery reserves the right to charge a late fee payment. Fees received after 1st of the month may be subject to a charge of £10 or 5% of the invoice amount whichever is the higher. If fees remain outstanding for more than 5 working days beyond the 1st of the month parents will be asked to pay the outstanding amount within 24 hours or their child will be excluded until full payment is made. If fees remain outstanding for more than 14 days beyond 1st of the month the registration will be terminated.
- 2.12 Payments by cash or cheque are not accepted.
- 2.13 We reserve the right to charge a fee for banking charges and administration tasks such as but not limited to: provision of account statements, copy invoices, completion of HMRC & council child benefit and tax credit forms, refunds of overpayments.
- 2.14 Fees are subject to review.

3. NOTICE PERIODS

3.1 Notice Periods for Unfunded & Children accessing Funding Options 1, 2 3 & 4

- 3.1.1 Six months' written notice prior to your child's start date is required if you wish to cancel your child's confirmed place. Your deposit as detailed in clauses 1.1.2 will be refunded if six months' written notice has been given. The £50 administration fee is non-refundable.
- 3.1.2 In the event that six months' written notice of cancellation is not given prior to your child's start date, you will be liable for the first eight weeks of fees less the deposit detailed in clauses 1.1.2.
- 3.1.3 Six months' written notice prior to your child's start date is required if you wish to delay your child's start date. In the event that six months' written notice is not given, you will be liable for fees from the original start date.
- 3.1.4 Six months' written notice prior to your child's start date is required if you wish to reduce your booked sessions. In the event that six months' written notice is not given, you will be liable for eight weeks of fees for the original booked session pattern.
- 3.1.5 If you wish to delay your child's start date by more than three months you will be asked to re-apply for your child's place.
- 3.1.6 Once your child is attending Nursery, eight weeks written notice is required if you wish to withdraw your child from the Nursery or decrease the number of hours your child attends the Nursery. Fees are payable during the whole of this time. Parents withdrawing funded children mid-month will not receive a reduction in the fixed monthly funded meal charge.
- 3.1.7 Where an extra session has been booked including Early & Late clubs that is in addition to a child's regular booking pattern twenty four hours' notice is required to cancel the session or the full session charge will be applied.
- 3.1.8 It is not possible for children to move from Funding Option 1 & 4 to Options 2, 5 & 6 due to the difference in the number of funded weeks each year.
- 3.1.9 Children's sessions are booked until 31st August of the year they are due to start school aged 4. Ad hoc sessions may be booked from 1st September to 31st August of a child's Reception school year depending on availability.
- 3.1.10 The Nursery may withdraw a child's place or reduce their booked sessions by giving the Parents eight weeks' written notice.

3.2 Notice Periods for Children accessing Funding Option 5

- 3.2.1 One months' written notice prior to your child's start date is required if you wish to cancel your child's confirmed place. If one month's written notice is not given you will be liable for one month's unfunded fees.
- 3.2.2 One month's written notice prior to your child's start date is required if you wish to delay your child's start date. In the event that one month's written notice is not given, you will be liable for unfunded fees from the original start date until the new start date.
- 3.2.3 One month's written notice prior to your child's start date is required if you wish to reduce your booked sessions. In the event that six months' written notice is not given, you will be liable for one month's unfunded fees for the difference in the original booked session pattern and the new booked session pattern.

- 3.2.4 One month's written notice is required if you wish to withdraw your child from Nursery. If one month's written notice is not given you will be liable for unfunded fees during the notice period.
- 3.2.5 Where an extra session including Early & Late Clubs has been booked that is in addition to a child's regular booking pattern twenty four hours' notice is required to cancel the session or the full session charge will be applied.
- 3.2.6 The Nursery may withdraw a child's place or reduce their booked sessions by giving the Parents eight weeks' written notice.

4 EARLY YEARS FUNDING & EXTENDED ENTITLEMENT GRACE PERIODS

- 4.1 Parents are required to complete Hampshire County Council's funding claim form as requested by the Nursery. All details on the form must be completed correctly and if a parent is claiming funding at other settings including with childminders this must be declared on the form with details of all hours claimed. An incorrectly completed form may result in a claim being rejected by Hampshire County Council. In this instance parents will be liable for additional fee payments resulting from unfunded fees being due.
- 4.2 If a parent's circumstances change and they are no longer eligible for the Extended 1,140 hours entitlement, they will continue to be eligible for the Universal 570 hours of childcare. HMRC have set 'grace periods' (see table below) which will apply so that children can continue with their Extended funding for a limited period of time. If a parent's circumstances change again whilst they are in the grace period, they may reapply to HMRC and become eligible again.
- 4.3 All parents are required to log into their childcare account every 3 months to update their eligibility irrelevant of whether their circumstances have changed. Please note that if you fail to update your eligibility prior to a claim for Extended hours being made there is no grace period. For example if you receive your eligibility code on 31st May and you fail to update your eligibility by 31st August no Extended hours can be claimed for the period of 1st September to 31st December. Full fees for unfunded periods are payable at the normal Nursery rate.
- 4.4 Parents who become ineligible for the extended entitlement and wish to reduce their booked sessions or cancel their child's place must give the appropriate notice as detailed in clauses 4 & 5. Parents who do not give the appropriate notice will be liable for the cost of all unfunded sessions.
- 4.5 Notice periods in clauses 3.1 & 3.2 apply to children claiming Early Years Funding. If a parent chooses to withdraw their child, or reduce their sessions, without giving the correct notice period funding cannot be claimed for the period or sessions not attended and the relevant unfunded fees will be due.
- 4.6 Early Years funding cannot be claimed for children having extended periods of absence away from Nursery. In the event that a child is absent for more than two consecutive weeks unfunded fees will be due during this period.

Extended Funding Grace Periods Table

Date Parent receives ineligible decision on reconfirmation:	LA audit date:	Grace Period End date:
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August
1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December
22 October – 31 December	1 January	31 March

5. ARRIVALS & DEPARTURES

- 5.1 We ask that all parents/carers are considerate of other road users, pedestrians and residents. Please park in the Nursery car park in the first instance. Please make sure you do not block driveways or other vehicles. No vehicles must park opposite or in the entrance of Pilgrims Cross school or in the mouth of the junction of Bridle Close as indicated by the road markings for safety reasons. Please also do not turn your vehicle in the entrance of Pilgrims Cross school.
- 5.2 Parents/guardians collecting from the Nursery after the child's registered end time will be subject to a surcharge of £5 for the first 20 minutes and £10 for every subsequent 30 minutes.
- 5.3 Parents/guardians whose children have been booked into Late Club and collect after 6.20pm will be subject to a £10 surcharge for the first 30 minutes and £10 for every subsequent 30 minutes.
- 5.4 Late collection fees are charged in accordance with the time a child leaves the Nursery not the time that parents/guardians arrive.
- 5.5 If your child will be arriving later than 9.00am, please inform the Nursery to ensure planned activities will not be interrupted. No children are to be collected between 9.00am & 12.30pm or 2pm & 4.30pm without prior arrangement to minimise the disruption to the children's routines.
- 5.6 The Nursery requires a password to be set up if your child is to be collected by any third party e.g. grandparents, childminder. If an unexpected person arrives the child will not be allowed to leave Nursery until permission has been obtained from the registered parent/carer.
- 5.7 Both Early & Late Clubs must be booked in advance to ensure safe staffing ratios are maintained
- 5.8 Parents/guardians who have not made a booking for Early Club and who arrive before 8am will either be charged the relevant Club fee or asked to wait with their child until 8am.
- 5.9 Parents/guardians who have not made a booking for Late Club and who collect after 6pm will either be charged the relevant Club fee or if Late Club is full, the relevant late collection fee will be charged
- 5.10 Parents/guardians whose children have been booked into Late Club and collect after 6.20pm will be charged the relevant late collection fee

6. PERMISSIONS

- 6.1 Children's photos will be displayed in the Nursery, for example on display boards, name pegs etc.
- 6.2 Children who attend and take part in Nursery events such as the Christmas Play and Sports Day may be in photos and/or videos taken at these events by Nursery staff and parents/guardians/family members of other children.
- 6.3 The Nursery may contact previous, current and future settings your child has attended, attends & will attend plus relevant professionals who are or who have been involved in my child's learning and development such as doctors, health visitors, schools, childminders etc and information may need to be shared with these professionals. Details of how information is shared can be found in the privacy notice provided as part of the admission form.
- 6.4 All children will have a Tapestry Online Learning Journal to record their learning & development which parents will be given access to. This learning journal will be shared with current or future early years settings including childminders and nannies and their future school. Children may appear in the background of photos/videos in Tapestry Learning Journals of other children in the Nursery. Where

Tapestry Learning Journals are shared with other early years settings, childminders and schools, the Nursery requests a copy of that group's or individual's GDPR policy.

7. PARENT PARTNERSHIP

- 7.1 In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this clause), you undertake to co-operate with the Nursery and Nursery staff in good faith, and including in particular by:
- 7.1.1 Maintaining a constructive & respectful relationship with Nursery staff (including in instances where the Nursery is exercising its rights and performing its obligations under this contract).
 - 7.1.2 Refraining from the use of inappropriate language or displaying aggressive, discriminatory or intimidating behaviour either physical or verbal towards the staff, children or other parents/carers either in person, on the telephone or in writing.
 - 7.1.3 Confirming annually who has parental responsibility for their child.
 - 7.1.4 Attending any meetings as requested by the Nursery staff.
 - 7.1.5 Informing the Nursery Manager of any other early years settings your child is attending e.g. childminder, pre-school etc.
 - 7.1.6 Informing the Nursery Manager of any professionals or other external agency that may be involved with your child/family e.g. social worker, speech therapist, educational psychologist.
 - 7.1.7 Disclosing any particular known or suspected circumstances relating to your child's health, physical and mental well-being, allergies, physical disabilities, self-care needs or learning difficulties or social circumstances which could have the effect of impacting on your child's learning and social behaviours.
 - 7.1.8 Co-operating with and taking an active part in any Individual Educational Plans, Behaviour Management Plans or other strategies put in place to support your child.
 - 7.1.9 Informing staff of any accidents/injuries which have taken place outside of the setting.
 - 7.1.10 Complete all paperwork required by the setting.
 - 7.1.11 Refraining from discussing sensitive issues within hearing of your child or other children.
 - 7.1.12 Social Media: Parents/guardians should not approach employees of the Nursery via social media in blogs, wikis, social networking, websites, podcasts, forums, message boards, or comments on web articles such as, but not limited to: Twitter, WhatsApp, Facebook, LinkedIn etc.
- 7.2 Any changes regarding a child's health, allergies, contact details and educational & developmental needs must be notified in writing to the Nursery Manager.
- 7.3 You undertake to inform the Nursery of any situations where special arrangements may be needed in relation to your child.
- 7.4 You also undertake to inform the Nursery if, at any time prior to or during your child's time at the Nursery, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) your child's attendance at the Nursery (including its premises) and/or the Nursery's provision of care & education to your child, including any which may deal with or impact upon in any way:

- (i) your child's living and/or contact arrangements;
- (ii) your child's education, welfare and/or upbringing; and/or
- (iii) the payment of fees and/or supplemental charges.

In any such circumstances you shall (whether upon request or otherwise) promptly provide the Nursery with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

7.5 You (and each of you having parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the Nursery, the Nursery is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 7.4 above, you (and each of you) accept that the Nursery is entitled to treat:

- (i) Any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) Any communication from the Nursery to one of you as having been given to both of you.

7.6 The Nursery reserves the right to withdraw a child's place should these terms and conditions not be adhered to and or if the Nursery decide that it is in the best interest of your child and or other children attending the Nursery. The usual notice periods apply, unless otherwise agreed by the Nursery and you will not be entitled to any refund or remission of fees due, whether paid or payable.

7.7 If you have any concerns or complaints about any issue concerning your child's welfare at the Nursery, please come and talk to us - we have an open door policy. Should you wish to proceed with a more formal complaint, please refer to the complaints policy, a hard or electronic copy can be provided upon request.

8. HEALTH & SAFETY

8.1 The Nursery puts the health and safety of children first at all times. Staff have paediatric first aid training and accident and incident records are kept. We expect you, as parents/guardians, to notify us of any medical or other condition affecting your child and to provide us with up to date emergency contact numbers.

8.2 The Nursery assumes that all children are immunised in accordance with the NHS Immunisation schedule. We expect you, as parents/guardians, to notify us in writing if your child is not up to date with this schedule.

8.3 The Nursery does not accept responsibility for accidental injury or loss of property.

8.4 The Nursery does maintain those insurances required by law.

8.5 Parents/guardians are required to notify the Nursery/Deputy Manager by 9.00am, by telephone or in person, if their child will be absent from their booked session that day.

8.6 If your child is ill s/he should not be brought to Nursery. Children who have been given a paracetamol or ibuprofen based medication within the past 4 hours should not be brought to Nursery.

8.7 If your child becomes ill during a Nursery session a member of staff will contact the parent/guardian or the emergency contact named in the child's records. If the child is judged to be too unwell to attend Nursery you will be asked to collect him/her within 1 hour or sooner if possible.

8.8 Parents/guardians must abide by the exclusion periods as detailed in the Health Protection Agency (2010) Guidance on Infection Control in Schools and other Child Care Settings plus exclusion and/or self-isolation periods for Notifiable Infectious Diseases as determined by Public Health England. Please note in the event that a child is excluded in line with these guidances full fees remain payable.

- 8.9 The Nursery reserves the right to terminate your child's place with immediate effect if Parents fail to adhere to the exclusion periods as detailed in the Health Protection Agency (2010) Guidance on Infection Control in Schools and other Child Care Settings plus exclusion and/or self-isolation periods for Notifiable Infectious Diseases as determined by Public Health England. The usual notice periods apply, unless otherwise agreed by the Nursery and you will not be entitled to any refund or remission of fees due, whether paid or payable.
- 8.10 Children who have an incidence of vomiting or diarrhoea should not return to Nursery until 48 hours have passed since the last occurrence.
- 8.11 Children who have been prescribed a type of antibiotic for the first time, must not return to Nursery until 24 hours after the first dose in case of an allergic reaction.
- 8.12 If a child needs to take prescription medication during the session s/he should be sent with the medication clearly marked with their name on the GP or pharmacist's instruction label showing the correct dosage and frequency together with any special storage instructions. This should be given to a member of staff at the beginning of each session and the parent will be required to sign giving consent for staff to administer the medication and again at the end of the session to acknowledge it having been given. If your child requires regular, long term medication please contact us to make arrangements.
- 8.13 The Nursery will not usually administer non-prescription medication except for teething gel/crystals, nappy rash cream. One emergency dose of paracetamol will be administered where verbal/written permission has been obtained in the event of a fever, after which your child must be collected within 1 hour.
- 8.14 If your child has had an accident/incident at home, please inform a member of staff on arrival at Nursery so that the staff are aware the injury has already been seen to and recorded.
- 8.15 In signing this agreement you are consenting to your child receiving first aid and/or Nursery obtaining urgent treatment if you, or your emergency contacts, cannot be contacted. This may include transportation, blood transfusion, surgery recommended by a doctor or dentist to proceed without delay for an acute condition or alleviation of pain. Every effort will be made to contact parents/guardians before such action is taken.
- 8.16 It is understood that the Nursery and its employees are under an obligation to report to Ofsted and the local Safeguarding Children Team any incident where we consider a child may have been put at significant risk (physical or emotional). This may be without informing the parent/guardian.

9 EMPLOYING STAFF OF EGG CHILDCARE LTD

- 9.1 Where a current member of staff of the Nursery is employed by a parent/guardian to care for their child full or part time between the hours of 7.40am & 6.20pm Monday to Friday, who was or is registered at the Nursery then the Nursery reserves the right to charge the parent/guardian an introduction fee of £100.00.
- 9.2 Where a member of staff, within six months of leaving the employment of the Nursery, is employed by a parent/guardian or by a company owned or part owned by a parent/guardian in any capacity full or part time between the hours of 7.40am & 6.20pm Monday to Friday, who was or is registered at the Nursery then the parent/guardian will be liable to pay the Nursery a sum equivalent to 15% of 12 months' salary for the employee at the time their employment with the Nursery terminated.
- 9.3 Permission is given for parents/guardians to enter into a private agreement with staff for babysitting outside the hours of 7.40am & 6.20pm Monday to Friday, but the Nursery has no connection or liability with this agreement.

- 9.4 Parents/guardians allowing staff to take their child away from Nursery must sign the relevant permission form and notify the Nursery/Deputy Manager of each incidence by phone or in writing.

The Nursery reserves the right to vary these terms and conditions from time to time, a copy of the most recent version is available upon request by email or in hard copy. Updated copies of these terms and conditions will be distributed via the Nursery's mailing list and you agree to inform the Nursery immediately if your email address changes from that set out on the Admission Form.