

Hillside House Day Nursery Terms and Conditions

The terms and conditions detailed in this document represent the key elements of our booking agreement. However, as you can appreciate there is a significant amount of daily detail which cannot be reasonably contained in one document. Consequently, you are also provided with the daily exchange and communication of documentation (hard copy, email, information on web Site), policies, procedures, and reports.

Your acceptance of our terms is initiated at the booking and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and consider specific circumstances before making decisions. The success of your child's time here at Hillside House Day Nursery is dependent on the partnership between the Nursery and our parents and carers.

It is the bill payers responsibility to check for updates of these Terms and Conditions on our website.

You must ensure that you agree with these terms and conditions before you sign the registration form, the registration form is your contract.

Please do not hesitate to let us know if you wish to discuss the terms further.

1 Booking and Registration

1.1 The booking is not complete until the relevant registration form has been signed and returned to the Nursery along with the agreed holding fee (previously named deposit).

1.2 The holding fee is a fee charged for holding your place and for administration costs in relation to holding your place - this fee is not refundable.

Changes to your booking before the start date

1.3 Changes that do not reduce the number of sessions booked, for example to swap days, or changes to increase the number of sessions booked, can be made without notice (subject to availability).

1.4 4 full weeks notice is required for any decrease in sessions booked. We reserve the right to cancel your booking if the decrease is greater than one full day or there is an unreasonable delay to the start date of more than one calendar month. If you wish your start date to be delayed by more than 4 full weeks you will be required to pay full fee to retain your nursery place.

1.5 A term time only booking is for 39 weeks of the year - Hillside House follows the term

dates of Kirklees, however Hillside does not take inset days, therefore, if you receive funding this will not be available for 1 full week each year, this charge will be based on the daily rate of a term time only contract. The chargeable week is generally the week before the Christmas closure however this is subject to change and will be notified.

1.6 Term time only places are limited. If you book a full time place it may not be possible to change to a term time only place. If we can not accommodate your request and you wish to terminate your contract you may do so giving 4 full weeks notice.

1.7 A full time place is all year round (with the exception of bank holidays and Christmas closure)

Changes to your booking after the start date

1.8 Changing days of the week or increasing sessions can be considered. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list or you may wish to terminate the booking giving 4 full weeks' notice. Decreases to your booking require 4 full weeks' notice. We reserve the right to cancel your booking if the decrease is greater than one full day.

1.9 If your place is full or part time and you wish to reduce your days after commencement date you may do so with 4 full weeks written notice, however, it may not be possible to retain the days booked. For example, if your contracted days are Monday, Tuesday, Wednesday and you wish to reduce to 2 days per week it may not be possible to retain a day of your choice.

1.10 Term time only places are limited. If you book a full time place it may not be possible to change to a term time only place. If we can not accommodate your request and you wish to terminate your contract you may do so giving 4 full weeks notice.

1.11 It is possible to book extra days out of term (subject to availability) Extra days booked in the holidays are charged at the full time contract daily rate.

2 Fees and Financial

2.1 Invoices are sent by email to the person nominated as the Billpayer on your registration form, in advance of the 1st of the month. All fees are payable in advance by BACS transfer on or before 7th of the month to which the invoice is dated. Responsibility for paying fees resides with the parents or legal guardians of the child. In exceptional circumstances, the nursery can accept payment by cash. This should be agreed at the beginning of your booking with the Nursery Manager. If you pay cash you must ensure that you are given a receipt at the time of payment. In the event of a discrepancy, you must show your receipt as proof of payment.

Revised 3rd July 2024

2.2 Fees are calculated monthly, based on the number of days contracted to attend plus any extra days booked for the relevant month or any extra days booked for the previous month not already charged in the last invoice. (less any discount for holidays booked with the correct notice in writing)

2.3 The Nursery is closed at weekends, Bank Holidays and between Christmas and New Year, we do not charge for Weekends, Bank Holidays or the closed period between Christmas New Year and our fees are structured accordingly.

2.4 For new starters to the Nursery the first month's fees can be paid on a date agreed with the nursery, however after the first month's payment the fees must be paid in accordance with terms. 2.1

2.5 If your child's start date is part way through the month the nursery will invoice for the actual sessions booked and either add these to the following month or invoice part way through the month. Payment for invoices raised part way through the month will be due for payment within 7 days.

2.6 Fees are reviewed once per year, usually November. Any changes to the fee rates will be effective in January and will be notified to you at least 4 full weeks in advance. In exceptional circumstances it may be necessary to amend fees part way through the year. At least 4 full weeks written notice will be given.

2.7 We do not refund fees for sessions not taken due to child absence or where the Nursery is forced to close due to circumstances beyond our control. An alternative day will not be given for any absence or site closure days.

2.8 The Nursery reserves the right to charge a late payment fee of £20.00 for each time a payment is paid later than the 7th of the month. The nursery reserves the right to exclude children from the Nursery if fees remain outstanding beyond 14 days from their due date and may cancel the nursery place if outstanding fees are not paid before any deadline decided by the nursery without notice.

2.9 Bookings must be for the same session(s) each week unless a specific booking pattern has been agreed by the nursery at registration or with notice at a later date. (subject to availability). Additional days can be accepted as a chargeable extra and subject to availability.

2.10 Fees apply to normal opening hours of 7.30 a.m. to 6.00 p.m. (full day) and 7.30 a.m. to 1.00 p.m. or 1.00 p.m. to 6.00 p.m. (half day). 7.30am to 8am is not charged but can not be taken on its own.

3 Funding

3.1 If you are in receipt of government funding your funding is allocated to the first day of the week your child attends nursery for example, if you are in receipt of 30 hours and your child attends Monday Tuesday and Wednesday Thursday your funding will be allocated Monday, Tuesday and Wednesday all day. If you are in receipt of 15 hour funding and your child attends Monday Tuesday Wednesday your funding will be allocated, Monday, full day and Tuesday am. The afternoon of the second day will be charged at half of the full day rate.

3.2 A funded day is 10 hours from 7.30am until 6pm. If you are in receipt of 15 hours funding your additional 5 hours will be allocated from 7.30am until 1p.m. Both lunch and tea are charged on a full day and lunch is charged on following morning session.

3.3. If your funded day falls on a bank holiday we are not able to provide an alternative day.

3.4 Parents /carers claiming the government funding should ensure that they are not claiming more than the statutory allowance. .For example if your child attends more than one setting you must ensure you do not exceed the hours allocated to you. Please consult with the Nursery Manager if in any doubt.

Funding and Holiday Entitlement

3.5 For the days your child receives government funding there is a charge for food and other consumables. This is marked on your invoice as 'Meals'. The nursery will not charge this fee for non attendance providing that 4 full weeks notice is received in writing by email. Meals will be charged for any absence where the nursery has not received 4 weeks notice in writing by email.

3.6 The full year holiday entitlement is 3 weeks at 50% fees. For example, if your child attends 3 days per week, this is 9 days per year at 50% from your child's start date and for each year after this date. If you take your holiday in term time on a day that you receive funding it will still count towards your holiday entitlement.

Holiday Entitlement - term time only contracts.

3.7 The term time only contract is 39 weeks, the daily rate is higher than that of a full time contract. School holidays are not charged, however, there is no holiday entitlement or discount if children are absent in term time, Full payment will be charged If your child is absent in term time. Meals will not be charged on funded days, providing, the nursery receives 4 weeks written notice by email.

Holiday Entitlement - full time contract

3.8 If your child has a full year contract and is in receipt of funding, your child's yearly holiday entitlement is 3 weeks. Please be aware that holidays taken on a funded day will be

counted as holiday entitlement. meals will not be charged on funded days, providing, the nursery receives 4 weeks written notice by email.

3.9 Days in term time not covered by funding will receive the 50% discount (providing the correct notice is given) for example if you book a full week holiday in term time and your child attends 4 days per week all year and you are in receipt of 3 days funding (30 hours), the day not covered by the funding will be allocated the 50% discount. The full week will then count as 4 days of your 12 days holiday entitlement (4 days x 3 weeks = 12 days). Holiday's taken out of term will receive the full 50% discount.

3.10 Holidays must be booked in writing by email. At least 4 full weeks' notice is required to qualify for the discount.

3.11 Discount can only be applied to full day, there is no half day discount.

3.12 Holidays can be taken at short notice (less than 4 weeks) however the 50% discount will not be given and meals for funded days will still be charged.

3.13 Please be aware, if you book a holiday it may not be possible to cancel your holiday and return to nursery. Fees are calculated taking into account that sometimes your space may be booked by another parent or staff may be reduced to account for the lower numbers.

4 Late collections

4.1 Children who are collected after closing time 6pm, will incur a late collection charge. The current charges are £15 for the first 15 minutes and £10 for each 15 minutes after that. (Including £10 for part 15 minute period, for example if you arrive at 6.40pm to collect your child the fee will be calculated £15 for the first 15 minutes, £10 for the fee to 6.30pm and £10 for the 10 minutes to 6.40pm) The late payment fee will be added to the next invoice. Parents must call to let the nursery know they will be late.

4.2 The nursery does not provide a late collection service, you may only be late in exceptional circumstances. If the people responsible for the collection of your child from nursery are late on more occasions than the nursery feels appropriate the nursery reserves the right to cancel the nursery place without notice. Two members of staff are required to be present for any child on the premises.

5 Termination and Suspension of Childcare Services

5.1 You may end this agreement by giving 4 weeks written notice. No specific reason for ending the agreement needs to be given, although naturally we would wish to understand the reason for the termination.

5.2 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, any cancellation of contract due to unreasonable changes in the terms and conditions must be done within 21 days of the date of the revised terms.

5.3 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 behavior 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 permanent closure of the Nursery, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy. Naturally, we will provide as much notice as possible given any of these events.

5.4 We may suspend the provision of childcare for any of the above reasons and in addition.

- (1) if your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Nursery. The suspension will continue whilst we try to resolve the problem in conjunction with the parent / carer.
- (2) where forces beyond our control compel us to either close the Nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the Nursery, industrial action affecting travel to and from the Nursery, an OFSTED investigation or any other reasonable incident not in our control. In the event that the Nursery is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents / carers due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimise the disruption to service and cost to parents or carers. None of the above compromises your statutory rights if the Nursery.

Revised 3rd July 2024