KINGS HILL SCHOOL
PRIMARY & NURSERY

Kings Hill School Primary & Nursery

Nursery Terms and Conditions

Date of Policy: November 2025

Date of Review: November 2026

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NURSERY TERMS AND CONDITIONS

The document and the terms and conditions within it govern the basis on which Kings Hill School Primary & Nursery (referred to here as 'we', 'us', 'our') agree to provide nursery provision to parent(s)/guardian(s) (referred to as 'you').

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. We will ask to see your child's birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child as part of our registration process.

We will offer your child a place consisting of between 15 hours and 30 hours per week.

Terms and Conditions

1.0 Our obligation to you

1.1 We will inform you as soon as possible whether your application for a place has been successful. You must confirm within one week of receiving notification that you still wish to take up a place. If you do not then the offer of a place may be withdrawn.

1.2 We will provide the agreed childcare facilities for your child at the agreed times (subject to any days when we are closed). If we change the opening hours, we will give you as much notice of our decision as possible and, if necessary, will work with you to agree a change to your child's hours of attendance.

1.3 We will adhere to the principles of the General Data Protection Regulations (2018) when collecting and processing information about you and your child. We explain how your data is processed, collected, kept up-to-date in our Privacy Notice which is available on our website.

1.4 We will try to accommodate any requests you may make for additional sessions.

1.5 We will notify you as soon as possible of any days we will be closed.

1.6 We will adhere to our EYFS Behaviour Policy.

1.7 We will provide you with regular updates as to your child's progress through our planned parents evenings twice a year and learning & development report (My Unique Story).

1.8 When a child is aged between two and three, we will review a child's progress, and provide parents and/or carers with a short written summary of their child's development in the prime areas.

1.9 We will comply with the requirements of the Early Years Foundation Stage and our Ofsted registration in regards to the nursery provision we provide for your child.

1.10 We will provide you with details of our policies and procedures, which outline how we satisfy the requirements of the EYFS in our everyday practice; and we will notify you as and when any changes are made to our policies and procedures. We will be available to discuss or explain our policies and procedures, and/or any relevant changes, at a mutually agreed time. Polices are available on our school website.

1.11 We will maintain appropriate insurance to cover our nursery activities.

1.12 We will try to make a place available to any of your other children. However, we cannot guarantee that a place will be available.

2.0 Your obligation to us

2.1 You will need to complete and return our *Application Form* and *Registration Form* to us before your child can start with us.

2.2 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare that we provide for your child.

2.3 The *Registration Form* includes medicine consent and emergency treatment authorisations which you will need to complete prior to your child attending.

2.4 You will read and abide by our policies and procedures.

2.5 You will make yourself available as and when required to discuss the progress of your child or any factor relating to their nursery place with us at mutually agreed times.

2.6 You must immediately inform us if your child is suffering from any contagious disease, or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending, you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.

2.7 You must keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them we will require proof of identity. If we not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.

2.8 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible. A late payment charge may be applied.

2.9 You will inform us as far in advance as possible of any dates on which your child will not be attending.

2.10 You will provide us with at least one month's written notice of your intention to decrease the number of hours your child attends or to withdraw your child (and end this Agreement). If insufficient notice is given you will be responsible for the full fees for your child for one month from the date of notice.

3.0 Payment of fees

3.1 Our fees are based on a weekly fee that shall be notified to you in advance of your child starting. We may review these fees at any time but shall inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end this Agreement by giving us one month's written notice.

3.2 Fees must be paid on a ½ termly basis, in advance. We calculate the amount payable by you each ½ term by multiplying the weekly fee by the number of weeks in the ½ term.

3.3 Your First Invoice: We will create your first invoice from your child's first day of attendance until the end of the first ½ term. This invoice must be paid within 14 days of receipt, or your nursery place will be withdrawn.

3.4 All payments made under the Agreement should be by bank transfer unless payment by cash, cheque or debit/credit card is agreed with us in advance. All payment, regardless of method, shall be made by you ½ termly by the due date on the invoice.

3.5 Late payment and non-payment, of fees:

- if payment is made more than 14 days from the issue date of an invoice, we reserve the right to add a daily £5.00 late payment fee and suspend your nursery place without notice,
- Late payment fees are incurred daily. Late payment charges and nursery place suspensions will remain in place until the invoice is settled.
- Invoices that remain outstanding / unpaid for more than 30 days from the date of issue, may result in the termination of your nursery place, without notice.
- If we have to contact you on more than 2 occasions regarding late payments we reserve the right to withdraw your nursery place without notice.
- The suspension or termination of your nursery place will result in your child's admittance to the nursery being refused. The termination of your nursery place shall be regarded as a formal demand for outstanding monies.

3.6 Collection of children:

- Children will not be released into the care of anyone other than those named on the application forms and childcare registration form unless authorised by the parents personally, by telephone and/or in writing. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

- You are required to inform us immediately if you are unable to collect your child from nursery by the official collection time. All collections must be by an adult over 18 years of age.

- There is a £5 late payment charge, per 15 minutes or part thereof, per child, if you fail to collect your child at the agreed collection time. For example: If you have x 1 child in our nursery, and your agreed collection time is 3:30pm, but you do not arrive until 4pm, you will be charged £5.00 for each 15-minute period, or part of, meaning a £10 late payment fee will be incurred. This late payment fee will be added to your next invoice.

3.7 No refund will be given for periods where the place is unfulfilled due to illness or holidays on the part of either party. We are closed on bank holidays and for 5 Inset training days per year to support our continuing professional development for the benefit of children and families; no refund is given for this closure as this has already been taken into account when calculating your child's fees. We accept no liability for other costs which you incur if we are unable to provide childcare for any reason.

4. Illness and exclusion

4.1 We reserve the right to refuse to admit your child if they have a temperature, sickness and diarrhoea or a contagious infection or disease on arrival at our nursery, or to ask you to collect your child if they become unwell whilst in our care.

4.2 There are occasions when it is necessary to ask you not to bring your child to nursery for a short period of time.

Reasons include:

- If a child has a highly infectious condition e.g. impetigo, conjunctivitis, hand, foot & mouth, oral thrush and chicken pox
- If a child has a notifiable disease
- If a child has a bout of sickness or diarrhoea within the last 48 hours
- If a child has medication that they have not taken before (e.g. antibiotics (in case or allergic reaction)

5.0 Termination of the Agreement

5.1 You may end this Agreement at any time, giving us at least one month's written notice.

5.2 We may immediately end this Agreement if:

- Your nursery invoices remain outstanding for over 30 days (3.5)
- You have breached any of your obligations within this Agreement
- Our staff are subjected to any form of abuse, physical intimidation, violent threats, violence, or any other breach of our code of conduct policy.
- We take the decision to close the nursery on a permanent basis.. We will give you as much notice as possible in the event of such a decision

5.3 It may become apparent that the support we are able to offer your child is not sufficient to meet his/her needs. In these circumstances we will work with you, the local authority and other welfare agencies to try and secure placement in a more specialist setting to better meet the needs of the child. It may be necessary in this situation to end this Agreement if we are unable sufficiently meet the needs of your child even if no alternative placement can be secured.

5.4 We reserve the right to terminate this Agreement without notice and exclude a child permanently if the child:

- Continually demonstrates aggressive behaviour towards the other children and/or staff in the nursery
- Continually uses inappropriate language (swearing)
- Continually makes inappropriate remarks, such as racist comments
- Causes or is likely to cause harm to other children and/or staff in the nursery
- Causes actual or is likely to cause damage to nursery property

6 General

6.1 If we have to close or we take the decision to close due to events or circumstances beyond our control (e.g. extreme weather conditions) the weekly fee will continue to be payable in full and we shall be under no obligation to provide alternative nursery provision to you. If the closure exceeds three consecutive days in duration (excluding any days when we would otherwise have been closed), we will credit you with an amount that represents the number of sessions closed in excess of three days. This does not apply to sessions funded by KCC.

6.2 If you have any concerns regarding the services we provide, please discuss them with the Assistant Head of EYFS/KS1. If these concerns are not resolved to your satisfaction, please contact the Head teacher.

6.3 Any personal information you supply to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR) (2018). We will always seek your consent where we need to share information about your child with any other professional

or agency. We are required by law to override your refusal to give consent only in specific circumstances where the child or someone in the family may be in danger if we do not share that information.

7.0 This Agreement

7.1 We reserve the right to vary the terms and conditions contained in this Agreement

7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understanding whether written or oral relating to the subject of this Agreement except to the extent that we vary terms from time to time.

7.3 **Acceptance of a place will be deemed as acceptance by you of these terms and conditions.**

I confirm I have received a copy of the Nursery Terms and Conditions:

Child name: _____

Parent/Carer name :_____

Signed: _____Date: _____