



Seedlings Day Care

play learn grow

1. Nursery places and bookings

- 1.1 For Seedlings Day Care places, A fully completed and signed application form, along with your prepayment fee, must be received by Seedlings Day Care before a place can be confirmed. Full and part time sessions must fit into the session times detailed by the form, although we will try and meet special requirements if possible.
- 1.2 We will endeavour to confirm your child's place as soon as possible.

2. Prepayment fee

- 2.1 A deposit of £100 is required upon booking a place.
If your child's position at Seedlings is confirmed and you decide to withdraw the child without the correct notice, or not take up the confirmed place, the deposit will be no-refundable.
- 2.2 The deposit will be refunded after 4 weeks attendance at nursery.

3. Fees and Invoices

- 3.1 Invoices are payable by childcare vouchers, tax-free childcare or Arbor payments on the 1st of each month.
- 3.2 All invoices are issued at least five working days prior to the first of the month.
- 3.3 Fees are charged monthly in advance.
- 3.4 All Seedlings and Saplings bookings are on a permanent basis and days you book for your child cannot be temporarily transferred to alternative days under any circumstances.
- 3.5 Additional sessions can be booked directly with the nursery if there is availability. Where additional sessions are booked, you will be responsible for paying for the session before your child attends it and the fees for the session will be invoiced so that payment can be made before the session is attended.
- 3.6 Other than if we are in breach of these terms and conditions, all sessions booked must be paid for, regardless of the attendance of the child. No refunds will be given for sessions missed due to illness or holidays.
- 3.7 Failure to meet payments will result in termination of your child's place and in such circumstances you or any third party responsible for payment will not be entitled to a refund of any fees.
- 3.8 We are not liable for collections from third parties e.g. colleges, grant funding and/or voucher providers. You remain responsible for all fees which are not paid.
- 3.9 It is essential to the running of a nursery that correct adult to child ratios are met at all times, therefore if you are late collecting your child(ren) from nursery (after 6pm) a late collection fee of £5 for every ten minutes or part thereof will be imposed. If you are only using funded hours, and you collect after 5.30pm, you will be eligible to pay the £5.50 adhoc late fee.
- 3.10 Fees can be revised at any time subject to at least four weeks' notice prior to the fee increase. If you do not agree to the revised fees, you may terminate your agreement to these terms and conditions and withdraw your child's place.

4. Nursery closure

- 4.1 Seedlings Day Care is open 39 weeks per year and closed during Houndsfield Primary School holidays. Fees are payable for the 39 weeks per year.
- 4.2 Funded hours only covers 38 weeks. Therefore, the 39th week will chargeable at the current rates.
- 4.2 If the nursery is closed in an emergency, such as adverse weather, normal fees may apply to cover staff costs; however, these fees will only apply for a maximum period of one month. If you do not agree to these fees, you may terminate your agreement to these terms and conditions and withdraw your child's place.
- 4.3 You acknowledge that the nursery may need to close, at short notice, as a result of: (i) a change in applicable law in connection with the outbreak of Covid-19 (or similar diseases); and/or (ii) updated guidance issued by the UK government in connection with the outbreak of Covid-19 (or similar diseases).

5. Termination/cancellation of nursery place

- 5.1 We require one month's notice in writing should you wish to terminate a nursery place for any reason, and we require five days' notice should you wish to cancel an extra session.
- 5.2 You remain liable for fees throughout the notice period. If you withdraw your child during this notice period, the fees still remain payable.
- 5.3 We reserve the right to terminate a nursery place with immediate effect if any fees are not paid by the due date, or if you or your child display abusive, threatening or otherwise inappropriate behaviour. We reserve the right to terminate a child's place should we feel that we can no longer work in a professional manner as a result of your failure to comply with Nursery policies or procedures.
- 5.4 If a start date is postponed by you for any reason, we reserve the right to charge from the original start date on the enrolment form, if this start date has already been agreed. Any reduction in sessions requires four weeks' written notice prior to the change being implemented and you remain liable for fees in the interim period.

5.5 For clarity, 14-day cancellation rights do not apply to these terms and conditions as per Reg.28(1)(h) The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

6. Liability

6.1 Nothing in these terms and conditions excludes or limits our liability for:

- a) Death or personal injury caused by our negligence
- b) Fraud or fraudulent misrepresentation
- c) Any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer this is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or it was contemplated by you and us at the time we entered into these terms and conditions.

6.2 Save as set out in clause 6.1, the following sub-clauses apply:

- a) We accept no responsibility for children whilst in your care on nursery premises i.e. prior to arrival, after pick-up.
- b) We accept no responsibility for any loss suffered by you arising as a result of the nursery being closed or the non-admittance of your child to the nursery for any reason outside of our control, and this applies to sickness, holidays, emergency closures and closures in connection with the outbreak of Covid-19 (or similar diseases).
- c) We accept no responsibility for children contracting contagious diseases or infections.
- d) We only supply services for personal use and you agree not to use our services for any commercial or business purposes. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

7. Allergies and medication

7.1 You are responsible for informing the nursery of any food, medicine, activity or any other circumstance that may cause the child to have an allergic reaction/allergy. You must provide details, in writing, of the severity of the reaction/allergy and must continue to inform the nursery in writing of any change/progress to the condition when you become aware of such change/progress.

7.2 You must inform us of any changes to the information we have on file for you, the child and/or any third party responsible for payment of the fees.

7.3 Please note that, if your child requires preventative medicines, the child will not be able to stay at the nursery if those preventative medicines are not made available to us.

7.4 We reserve the right to ask you to withdraw or remove your child from the nursery in the event that you are not completely honest about the child's condition, or you withhold, or are found to have withheld, important information.

7.5 We reserve the right, acting reasonably, to terminate a child's place at the nursery if you are not adhering to our policies or working in partnership with us.

8. Consumables

8.1 You are responsible for providing consumables that your child will need. This could include, but is not limited to: nappies, changes of clothes, wipes, milk, formula milk, bottles, dummies, food.

8.2 Food must meet with our allergy requirements and must not contain any traces of nuts. Any food provided that contains nuts will not be provided to the child and you will be required to provide an alternative.

8.3 The nursery will store and manage food inline with food safety requirements and will keep records of food distribution.

8.4 If food is found to be inedible for whatever reason, it will not be served to the child and you will be asked to provide additional food or your permission will be gained to provide different food.

9. Safeguarding

9.1 Seedlings Day Care and Houndsfield Primary School have a commitment to safeguard any children in our care. The school and nursery are committed to responding promptly and appropriately to all incidents or concerns of abuse that may occur and to work with statutory agencies in accordance with the procedures that are set down in 'What to do if you're worried a child is being abused' (2015), 'Working Together to Safeguard Children' (2023) and the Early Years Foundation Stage Statutory Framework (2025). We may be obliged to refer concerns to the local authority children's Multi-Agency Safeguarding Hub (MASH). For further details, please refer to our safeguarding children policies and procedures available from the nursery manager.

10. Complaints

10.1 We believe that children and parents/carers are entitled to expect courtesy and prompt, careful attention to their needs and wishes. We welcome suggestions on how to improve and will give prompt and serious attention to any concerns raised about the running of the nursery. We anticipate most concerns will be resolved quickly by an informal approach to the appropriate member of staff. If this does not achieve the desired result, we have a set of procedures for dealing with concerns. We aim to bring all concerns about the running of the nursery to a satisfactory conclusion for all parties involved and the outcome of the investigation will be reported back to you with 20 days of making a complaint. For further details please refer to our 'making a complaint policy' available from the nursery manager.

11. General information

11.1 We reserve the right to update and/or amend these terms and conditions and agree that one months' written notice of any changes will be given. If you do not wish to continue receiving services from us following the changes to the terms and conditions, you can cancel your agreement to these terms and conditions by letting the nursery manager know.

11.2 Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect. If we fail to insist that you perform any of your obligations under these terms and conditions, or we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive by a default by you, we will only do so in writing, and that will not mean that any later default by you will be automatically waived.

I have read and understood the terms and conditions.

Name:

Signed:

Date: