

Terms and Conditions

The statements below set out the terms and conditions of The Olive Tree Nursery

“Terms and Conditions” means our standard terms and conditions relating to the running of our private nursery providing full day care. Nothing within these terms and conditions affects your statutory rights. To enable us to provide and maintain the highest of standards of care we require all parents and carers to be aware of and abide by the terms and conditions.

“We” / “Us” / “Our” / “the Nursery” / “Manager” / “The Management” means The Olive Tree Nursery, Westonzoyland Road, Bridgwater, Somerset TA65HT. (Private Day Nursery on non-domestic premises, OFSTED Registration EY409425)

“Customer” “Parents” “Carers” “You” “Your” means anyone who requests and is registered for services from us and enters into an agreement or contract.

“Service” means the provision of childcare as specified under the terms of our Ofsted registration and as laid out in our policies, procedures, handbooks, and agreements.

“Booking, Contract or Agreement” means the contract between us and the customer covering the supply of services by us to the customer. The agreement includes the booking form, nursery policies, fee schedule, consent forms, care plans and all relevant data held or used in the performance of Nursery services.

1. Securing a Place at The Olive Tree

- A place is not secured until all relevant electronic booking forms have been returned to the nursery and the £45.00 non-refundable administration fee has been paid.
- Places will not be held without confirmation of funding if places are being secured solely based on this.
- If you are securing a place at The Olive Tree Nursery but your funding has either not been confirmed or, if you are applying for a 30-hour code your code must have an 'eligible to' date that falls within the term your child is starting. If your funding has not been confirmed or your code is not eligible parents will have 2 options. Parents can either pay a £50 non-refundable holding fee and we will secure your child's place, or parents can contact us once the funding has been granted/reconfirmed, and we will then confirm our available sessions. When booking a space, the following payment terms will apply:
- Children can only join The Olive Tree Nursery at the beginning of term, January, April and September. If your start date is within the current or next calendar month, 100% of fees will be due on registration or within 5 working days.
- If your start date is more than 2 calendar months from registration 50% of your fees will be due upon registration and the subsequent 50% 2 full months before. These fees are non-refundable but will be offset against your first invoice.
- 8 weeks' notice is required to make changes to your booking pattern before your child starts.

Making changes from date of registration until 2nd payment is due - If you make changes before the final

50% fees are due and in line with the notice period,

this invoice will be adjusted to reflect this. This may be an increase or decrease in cost.

- If you make changes to your booking pattern after your 2nd payment is due and at any time before your start date 8 weeks' notice is required. These payments are non-refundable.
- The nursery will offer a minimum of 3 settling in sessions based on the child's attendance. If attending for at least 1 full day settling in sessions will be as follows: 1st - 30 minutes, 2nd - 1 hour 3rd - 1.5 hours If attending for only half days settling in sessions will be as follows: 1st - 30 minutes 2nd - 30 minutes 3rd - 1 hour. The nursery may offer up to a further 2 visits free of charge if we believe this will be of benefit to the child. Parents may request extra settling in sessions, these will be charged at £5.00 per hour Unfortunately the nursery cannot accommodate parents staying for these sessions.
- You are required to provide us with a copy of your child's birth certificate before starting at the nursery.
- Once you have started at the nursery, we require 4 weeks' notice to make any changes to your booking pattern. We may be able to accommodate an increase in sessions at short notice, but 1 months' notice is always required to reduce sessions.
- There is a minimum booking commitment for all children of either 1 full day or 2 morning or afternoon sessions per week.
- Bookings must be made for the same sessions each week. It is not possible to swap days and fees are generated based on booked sessions and not actual attendance.

2. Fees, Funding and Financial

- The Nursery is closed at weekends, Bank Holidays, between Christmas and New Year and for up to 5 training or parental engagement days. The Christmas closure begins at

6.00p.m. on the 23rd of December. All closures are clearly shown on our yearly planner. You are not charged for these days

- Invoice will be raised around the 25th of the previous month. You are required to pay your fees no later than the 7th of each calendar month. Invoices may be raised earlier in certain circumstances such as, bank holidays, Christmas, and nursery closure days. However normal payment terms will apply.
- All sessions that cover a mealtime, breakfast, lunch, or tea are inclusive of food charges. Food charges cannot be opted out of, this will be broken down on your invoice for funding purposes only.
- If you are under charged at any time, we will back date any charges up to a maximum of 90 days. ☒ Fees can be paid by: Bank Transfer, Debit Card, Credit Card, Tax-Free Childcare, Salary Sacrifice Voucher Schemes. You are required to ensure you send the fees in enough time for the process to be completed and the money to reach our bank account by the required date.
- If your account is not clear by the payment date, a late payment charge will be applied to your account.
- A late payment charge is calculated at 20% of any outstanding balance with a minimum charge of £5.00 to a maximum charge of £100.00 for payments up to 5 working days late. If there is an outstanding balance after this time a daily charge of £5.00 will apply until the account is clear. This is irrespective of the balance outstanding.
- If fees are not paid on time, you will not be able to access any additional sessions, extra activities or services that incur further costs. This suspension will usually be held for a minimum of 1 month once the account is cleared.
- If your account falls into arrears, we may suspend or reduce your sessions with immediate effect, until all fees are paid.
- Extra sessions are payable in arrears and are included on your invoice.
- Extra sessions can be cancelled up to 5 working days before, after which point full payment will be required regardless of attendance.
- When requesting extra sessions, the following charges will apply: Up to 4.30 pm the day prior to the extra session = Cost of session + £0.00 After 4.30pm the day prior to the extra session or on the day = Cost of session +£10.00
- Breakfast, Lunch and Tea sessions include a meal, these sessions cannot be booked without the food element.
- Lunch and Tea sessions can only be booked at short notice based on the following:
Lunch - 9am cut off for same day bookings
Tea - 2pm cut off for same day bookings.
- Due to staffing and resource requirements as laid down by Ofsted children must have been collected and vacated the nursery by the end of their session. If a child has not been collected by this time, a late collection charge will commence from 0.01 minutes after. Late collection charges will be charged at a rate of £5.00 per 5 minutes entered into until 6pm, after 6pm there will be an initial charge of £15 regardless of the arrival time, after 6.05pm there will be further charges of £7.50 for every 5 minutes entered into. The £15 charge will receive a 50% discount if contact is made no later than 17.40 for us to make staffing arrangements. In the event of a dispute over collection time the nursery will use staff accounts as well as CCTV to resolve the matter. The nursery's decision is final.
- Fees may be adjusted at any time throughout the year, when this happens, they will usually be held for a period of 12 months.

- In the event parents do not provide their child(ren) with any or with enough nappies, wet wipes (or alternative cleaning products) etc you will be charged £1.50 per half day to cover the cost of using our supplies. You will not be contacted prior to this.
 - If you use Government funding to fund part or all your place with us the funding will be split equally across your weeks of attendance. Any fees you incur above this must be funded by you.
 - You can only change between a term time only and all year-round booking pattern at the start of the term and if you have enough funded hours remaining. The Olive Tree Nursery will calculate your available hours and communicate this to you.
 - In the event that you become ineligible for government funding at any time, you will be liable for all outstanding fees, this may be backdated and there is no time limit.
 - We will not refund fees for sessions, or any extra activities not attended due to illness, holiday, absence or where the nursery is forced to close due to circumstances beyond our control.
- ### 3. Termination and Suspension of Childcare Services
- 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 why.
 - Once 4 weeks' notice has been submitted to the nursery a final invoice will be raised and payment will be required within 5 working days. There may be exceptions to this for example where more than 4 weeks' notice is given.
 - Any extra sessions requested in a final 4-week notice period must be paid for at the time of booking.
 - 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) yours or your child's behaviour is unacceptable or endangers the safety and wellbeing of any of the other children or staff 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 provider, 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.
 - 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. If 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 has been negligent.
- ### 4. Staffing

- Staff suitability is checked before commencement of employment under the safer recruitment guidelines.
- The Nursery observes the Ofsted regulations relating to staff and children's ratios, currently 0-2 years 1:3, 2-3 years 1:5 and 3 to 5 years 1:8.
- Parents/carers may ask staff to baby-sit outside Nursery hours. This is a contract between parent/carer and the member of staff, and the Nursery takes no responsibility.

3. Health and Safety

- It is understood that the Nursery is under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or carer, in accordance with our Safeguarding Children Policy.
- Intimate care can be provided by a male or female member of our staff and can include feeding, washing, dressing, toileting, and nappy changing.
- The Nursery is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender, and social background and to enable equal access to the curriculum in an environment where every child is valued and respected.
- Parents and carers must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.
- Parents agree to inform any outside agencies and/or professional that their child is registered with us.
- In fairness to all our staff and to the clients and children that use our facilities we always expect reasonable standards of behaviour. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Nursery. Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. We ask all parents / carers to appreciate this and to understand that, in the event of having to exclude any child, all fees to that date are non-refundable.
- All Nursery meals are prepared by our staff in the nursery kitchen with consideration to providing a well-balanced diet. Special dietary requirements are catered for. Parents must keep us notified about their child's dietary needs in writing.
- Parents must not send in food from home, children must not arrive eating food and food must not be left in children's bags.
- In the event of a birthday or special occasion. Parents may send in sealed, pre-packaged food items. This must be in the original packaging, list all ingredients and be within date.
- We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by the Nursery to contact the parents but failing this, we are hereby authorised to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source.
- We will administer prescribed medicines if parents complete a 'Medicine Consent' form; however, children must remain at home for the first 24 hours after the medication is first administered and must only return to nursery if they are well enough and parents must take all medicines home at the end of each day unless otherwise agreed.

- When administering prescribed medication, the following must apply: The medication must be in original packaging. The medication must be clearly named. The medication must be in date. The medication must clearly show the dosage requirements.
- We may administer non-prescribed medication to aid a child who is teething or suffering from a minor ailment. This will only be agreed where parents have confirmed in writing there is no risk of overdose.
- Children must not attend nursery if they have been administered any liquid paracetamol or ibuprofen in the previous 24 hours.
- In the event a child is deemed to poorly to remain at nursery they must wherever possible be collected within 1 hour of an appropriate adult being informed. All avenues must be explored to adhere to this, including where extra charges may be incurred at the parents cost.
- The Olive Tree Nursery operates with exclusion periods for childhood illnesses. These exclusion periods can be updated and amended at any time. We may ask parents to withdraw their child from Nursery, if we have reasonable cause to believe that they are unwell or maybe suffering from or have suffered from any contagious disease/infection and there remains a risk that other children at the Nursery may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at Nursery; however, we will publish infection notices in the Nursery to keep you informed. Parents are requested to inform the Nursery if their child is suffering from any illness or sickness before attending Nursery. Children who have suffered from sickness or diarrhoea will not be admitted back to Nursery within 48 hours after the last bout. If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable other authorised contacts will be called.
- Parents are requested to inform the Nursery of any food, medicine, activity, or any other circumstances that may cause the child to have an allergic reaction/ allergy. Parents must provide details, in writing, of the severity of the reaction/ allergy and must continue to inform the Nursery of any changes/progress to the condition, in writing, when they become aware. Parents are requested to inform the Nursery of any changes to key information.
- Parents must ensure that all personal toys, books, or other equipment are left at home as we cannot guarantee they won't be damaged or lost. Comforters can be brought into the nursery.
- The Nursery provides a car park when dropping and collecting your child. Please ensure your child is always supervised in the car park. Do not park close to the buildings and be aware of your speed. The Nursery is not liable for any accidents or injury whilst any visitors are using the car park.
- Everyone is asked to park respectfully. Do Not Block pathways or walkways, Do not park in the emergency bay, Do not park in the disabled bay (Unless you are authorised to do so and have displayed your badge), Do not park within Eastover Youth Centre (Church Hall) grounds, and wherever possible do not block in other vehicles.
- Parents must not use the car park during nursery operational hours for any other purpose, other than dropping off and collecting their child.
- Children should attend nursery in normal day clothes. Please avoid 'designer' clothes as accidents can happen. A minimum of two changes of clothes should be provided, in a labelled bag. Children's clothes must be labelled to minimise the risk of items going missing or being misplaced. The Nursery does not accept responsibility for accidental injury or loss of property.

- Smoking and vaping are strictly prohibited within the nursery grounds.
- Parents must not to use their mobile phones within the Nursery premises.
- Children are allowed to wear stud earrings ONLY; children must not wear any other form of jewellery to minimise the risk of accident or injury. If you wish your child to wear jewellery for religious, cultural or health reasons please inform a member of the management team in writing. The Olive Tree Nursery reserves the right to refuse entry to any child if the jewellery they are wearing is not in line with these terms and conditions.
- The Nursery maintains all those insurances required by law. Details are posted in the reception area.
- The Nursery acknowledges its duty of care to uphold the Statutory Guidance issued under section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalisation.

4. Publicity and Images of Children

- As part of the nursery's fulfilment of the Early Years Foundation Stage we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or carer. Our guidelines are as follows (1) Photographs in the Nursery are only taken with Nursery cameras or authorised devices such as Tablet computers. (2) Staff mobile phones with or without cameras are not allowed in the playrooms or the garden. (3) Photographs taken of the children are stored on the Nursery computer and are password protected. (4) Photographs are vetted for suitability before being printed or published. (5) All children are dressed appropriately before pictures are taken. (6) No photographs are taken in sensitive areas such as toilets or nappy changing rooms. We observe the GDPR regulations protecting privacy and confidentiality.
- Parents must not to use their mobile phones within the Nursery premises.
- Children's photographs and/or videos may appear in another child's electronic learning journal.
- If you do not wish your child to be photographed or recorded, please inform the Nursery in writing.
- Any images shared with parents via tapestry, social media or any other platform must not be duplicated, saved, edited, or shared via any other means. If a parent violates this, they may have their access to such images restricted or terminated. Images remain the property of The Olive Tree Nursery.

5. Drop off and Collection

- You must collect your child in person. If you arrange for someone else to collect your child, then you must contact the Nursery Management prior to collection and ensure a password that has been previously stored on your account is issued to the collector. Anyone collecting the child is asked to always bring ID with them.
- You must ensure that your child is collected at your scheduled time of collection. If you are not able to collect your child at the scheduled time, you should make every effort to inform the Nursery Management as soon as possible. Late charges will apply as set out in point 2. The Nursery is under obligation to the local authority safeguarding board to inform the relevant agencies should a child remain with us 30 minutes beyond the collection time where there has been no notice and mutual agreement between the parent/carers and Nursery management.
- It is the responsibility of parents/carers/guardians to keep us informed of any changes in contact details.

- Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent or carer has previously arranged this. If the parent/carer has made alternative arrangements by telephone, the Nursery will require the name, address and telephone number of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery. A list of responsible adults who are authorised to collect the child should be given to the Nursery.
- The Nursery is under no obligation to accommodate a child that will be collected late if we are not able to do so, Parents must make alternative arrangements and all avenues must be explored to adhere to this, including where extra charges may be incurred at the parents cost.
- The Nursery will not release a child for collection if it is reasonably believed or has reason to suspect that the collecting person is under the influence of alcohol and/or is intoxicated by drugs. The Nursery will contact the other persons named on the collection and contact list to come and collect your child, where no other contact is available The Olive Tree Nursery will contact the relevant authorities whilst ensuring the child's safety.
- The Nursery may permit minors between the ages of 16 and 18 to collect a child from the Nursery on behalf of parents, provided that we have been notified that the minor has been given authority to do so. Nursery Management will give the final and absolute permission for a child to be collected by the minor. Suitable means of identification will always be required on collection.

6.Communication and social media

- You are required to ensure we have up to date contact information for you and all nominated contacts.
 - All calls are recorded for training and monitoring purposes.
 - If on Facebook, you agree to join our private group 'The Olive Tree Nursery Parents Page' to stay up to date with important nursery news, information, and life.
 - If an issue arises during your time at the nursery, you and any associated persons are asked to discuss these issues with the management team and not vent these frustrations via social media.
 - If you request to connect with a staff member via social media, you must not contact them regarding. the nursery.
 - Your access to your child's tapestry account is based on the following: You will not publish any observations, photographs, or videos on any social media site, do not share your login details with anyone else, speak to a member of staff if your experience any difficulties activating your child's learning journey.
 - If we are made aware that you have breached any of the above terms your account will be suspended to safeguard all children and families.
- ## **9. Complaints, Changes and Acceptance**
- In-house complaints can be emailed to either Helen@TheOliveTreeNursery.co.uk or info@theolivetreenuresery.co.uk
 - If you have any complaints about the service that we are offering, can you please in the first instance contact your child's keyworker, then the Nursery Management team, and in the final instance, Ofsted.
 - We may change the terms and conditions from time to time especially where such change arises from regulatory issues or changes in legislation affecting us, changes that affect the way we provide our nursery service, or in our reasonable opinion it is in the

interests of children attending the Nursery. We will give you at least one month's written notice of such changes wherever possible.

Acceptance of this agreement is implicit when you submit this document and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents/carers experience difficulty in fulfilling any of the conditions of this agreement, they contact the **Nursery Management team** as soon as possible. We will do our very best to resolve the issue.