

## Rydal Day Nursery 'Rydal' Terms and Conditions of Business 2025

### The terms and conditions of accepting a childcare place at Rydal Day nursery are:

1. The Parent / Guardian shall accept the Terms & Conditions of Business as set out in this agreement and will email the Manager for clarification of any Terms & Conditions, if required.
2. The Parent / Guardian shall register the child on our Nursery Administration System, Nursery in a Box, using the parent login link (sent via email). All areas of the registration form must be completed.
3. **PAYMENT OF ACCOUNT:** One calendar month payable in advance by **1<sup>st</sup> of every month**.
4. Late payments will result in interest being charged at 5%, at the discretion of the proprietor.
5. A late collection fee of £5 is charged if a child is collected late but within the first 5 minutes of the end of the session and a fee of £1 per minute is charged thereafter.
6. Please note that fees are reviewed annually and may be increased from April each year.
7. Rydal reserves the right to seek to recover from the Parent / Customer all costs and expenses (including legal costs) incurred in the collection of any overdue amount. Rydal uses an external debt collection agency.
8. A £100 registration deposit is payable to secure your place. Registration deposits will be retained by the Nursery should you choose not to take up your place. The deposit will be deducted from your final invoice, providing the Terms & conditions of business have been adhered to. The registration deposit may be used to cover fees due as per point 11 of these terms and conditions.
9. All contracted session fees are due for payment, regardless of adverse weather closure, sickness, self-isolation or holidays/family days. Except Bank Holidays and Christmas Week as these are scheduled nursery closure dates.
10. Should the Nursery be required to close due to unforeseen circumstances or unavoidable situations out of our control for a period of more than 2 consecutive days, Rydal will request a percentage of the invoice total to be paid to cover overhead costs for the period of time over and above the initial 2 days.
11. **Six weeks' notice, in writing**, is necessary to terminate sessions *including* breakfast, lunches and teas, failure to do so will incur the relevant notice period costs.
12. Any requests to change your session pattern must be submitted in writing. All requests will be considered by the Manager and will be accommodated only if Government imposed staff to child ratios can be maintained.
13. Any changes to sessions will only take place from the 1<sup>st</sup> of the month unless there are extenuating circumstances. For funded places, changes can only take place from 1<sup>st</sup> day of the new funding term or at the managers discretion.
14. All private sessions are for a minimum of 3.5 hours and a minimum of two permanent sessions must be booked per week.
15. All session hours booked that are not covered by funding will be charged at our full unfunded rate.
16. Rydal has no obligation to offer Government childcare funding. The Nursery's funding offer is reviewed termly. Rydal Day Nursery Ltd reserves the right to withdraw funding should it become financially unviable to accept it. In the event that the funding offer is withdrawn, full fees will be due for all sessions from the start of the term following withdrawal.
17. There is a non-mandatory charge for meals, consumables, snacks and our activities & enhanced extras provision, which relates to parts of the session NOT covered by funding and for services not linked to the Nursery Education funded place. Rydal relies on the payment of non-mandatory charges to ensure the sustainability of its business. Further details of what the charges cover can be found in our fee and funding information.
18. If your child is funded and misses 2 weeks' worth of funded hours in one single occasion, due to holidays or sickness, any sessions over the 2 weeks will be charged at full price until the child returns.
19. Rydal claims funding over 47.5 weeks of the year as recommended by North Somerset Council; therefore parents will be charged unfunded rate fees for 2.5 weeks a year (the funding calendar is set by the Local Authority, see fee & funding info).
20. Sustainability charges for children in receipt of 2 year-old disadvantaged funding are discounted. The discount is removed when the child is eligible for three-year-old funding.
21. If you become no longer eligible for Working Parents Funding, sessions over and above any universal funding allowance will be charged at full price. It is the parent's/guardian's responsibility to re-validate their funding code every 3 months.
22. The nursery cannot undertake the care of sick children and will not admit children who have been given Calpol during the 12-hour period leading up to the start of their session; however, as part of our diversity policy, children requiring regular medication (including Calpol) will be welcome (please refer to our Medication policy).
23. Any child appearing to be suffering from any infectious disease or having suffered their last attack of sickness and diarrhoea within the preceding 48-hour period will be refused admittance (please refer to our Sickness policy).
24. If a child has a life-threatening condition that can be alleviated with medication, staff will receive training in how to care for the child, any medication required will be stored in a locked cupboard at the Nursery and an individual management plan will be arranged via our Health and Safety Officer.
25. Please inform Rydal as soon as possible if your child will be absent from nursery. Staff will undertake a welfare check via phone for children who fail to attend a session where we are not aware of the reason why.
26. Rydal must be given emergency contact numbers of people who can collect your child **within 20 minutes** in case of their ill health. Parents/carers with legal guardianship will be contacted first.
27. Please note: Rydal reserves the right to immediately terminate this contract if you, your child or any other family member behave unacceptably towards any member of staff, volunteer, child or parent of any other child.

**By continuing to bring your child into nursery you acknowledge the above contract and agree to abide by the rules and regulations of the nursery.** Please ensure you sign your Nursery in a Box registration form. If you click NO to any of the permissions or consents on your nursery admin account, please discuss this with the Nursery Manager. If you have any queries, please contact the Nursery Manager. This agreement shall be binding upon both parties, their successors, and assignees.