



Terms and Conditions

Child Protection Statement

The children are our main priority and as such we have a duty to report suspected child abuse and neglect. If we have concerns we will follow the guidance issued by the Birmingham Children's Trust which is also part of our Policy.

Our Safeguarding Policy is available to read at any time, please speak to a member of the office should you wish to read it.

Secure Building Access & CCTV

For the security of both children and staff, secure access is provided via a key fob system at the main drop off and collection times.

CCTV cameras are in operation 24 hours a day at the nursery, both internally and externally.

The recording unit is stored in lockable cabinets. The footage remains strictly confidential and may be viewed only by authorised members of nursery management and staff, regulatory authorities, social services and the police. For reasons of data protection, parents are not generally permitted to view the footage.

Footage will be preserved for up to 30 days in accordance with University of Birmingham's CCTV Code of Practice.

Privacy Notice

Here at The Oaks, The Elms and The Maples Day Nurseries, we take your privacy seriously and will only use your personal information to manage your account and provide tailored care to your child.

From time to time we will need to contact you via phone, email and the ParentZone app to provide you with nursery updates, share relevant news and send or e mail your childcare bills. We will input your data into the Connect Childcare system which helps us to manage our nursery smoothly. Your data is held in secure data centres and can only be accessed by authorised personnel. Personal information will not be shared with any third parties.

Signing confirms you have read and understood the above statement and gives us consent to contact you regarding relevant matters.



We always seek your consent before sharing your information with outside agencies unless the information is being shared as part of our safeguarding procedures and we feel that it may put a child at risk of harm.

New admissions (Please also refer to our Admissions Policy)

Nursery places are allocated in accordance with our Admissions policy. To secure a Nursery place, a non-refundable £60 administration fee is required, plus a £250 deposit. The deposit is held on account until your child has started the nursery, and will then be deducted from your first month's invoice.

The deposit will only be refunded upon commencement of the nursery place and will not be returned if parents decide not to take up the place. The deposit is only refunded via the first month's invoice, and therefore should a place not be taken up, the deposit will not be refunded.

The registration fee and deposit are not required if a child is only accessing their funded hours.

The deposit secures a child's place at nursery and their start date. The start date can only be postponed by agreement of the Nursery Manager and by giving a minimum of 2 months written notice. Start dates can only be postponed by a maximum of 1mth. Requests to bring a start date forward will be considered on a case by case basis, and are dependent upon the space being available and the nursery being able to respond adhere to an increase in the adult to child ratio.

Parents should be aware that changes to a nursery start date may impact the allocation of Early Education Entitlement Funding.

Please Note: *The deposit does not apply to parents who are only taking up their 15/30 hours 'standalone' Early Education Entitlement.*

Change of Usage

It is advisable to speak to your child's key worker or a member of the management team at the earliest opportunity if you are considering any change to your child's booking pattern. They will be able to advise you on the process and the availability of alternative sessions as required. Whilst we will always try to accommodate an increase in sessions this may not be possible due to occupancy levels and staffing requirements. We therefore advise enquiring at the earliest opportunity and at least 1 month in advance to allow billing to be adjusted accordingly.



A minimum of 1 months notice is required to reduce a child's sessions or to make a change to the days of attendance. This request must be made in writing.

It is important to note that a change to sessions may impact the allocation of Early Education Funding.

Changing of Sessions/Adhoc Sessions

We are unable to accommodate the changing of days of attendance unless this is a permanent booking change, the correct notice has been given and availability has been confirmed. If a parent requires a one-off extra session, availability will be checked by the Nursery Management team before confirmation provided.

Please be aware that funding cannot be applied to an adhoc sessions. Additional charges from adhoc sessions **cannot** be applied to the salary sacrifice deduction and therefore an alternative method of payment needs to be arranged.

Termination of Nursery Place

Parents may terminate their nursery place by providing 1 calendar months notice in writing. Once the notice to terminate has been received, your final bill will be calculated and issued. It is important that parents understand that once a place is terminated the nursery place will be allocated to the next person on the waiting list. It is therefore unlikely that a termination notice can be retracted.

Once you have terminated your nursery place you may not reapply for a nursery place at any of the University of Birmingham nurseries for a period of 3mths after your child's last day at nursery.

Birmingham Day Nurseries have the right to terminate a Nursery contract in the following circumstances:

Non-payment of fees

Fees are charged on a monthly basis and can be paid online or via Tax Free Childcare or Salary Sacrifice (if an employee of the University of Birmingham). Parents receive a monthly invoice detailing the amount due, however fees are annualised to prevent monthly changing to the billing amount. The invoice provides the date payment is due, and unless the month contains a bank holiday this date remains the same throughout the year.



If a payment is not received by the due date, we will contact the parent and issue a reminder. It is then expected that this payment is made immediately and that proof of payment is provided to the nursery.

Failure to make a payment would result in a final payment reminder being issued. The final reminder would include formal notice to terminate the contract should the payment not be made by the date specified. If there has been no payment by this date, the notice to terminate will be activated and the termination will be implemented with immediate effect. Any parent that has had their place terminated for this reason will not be able to take up a place with any University of Birmingham Nursery in the future. The University will also seek to recover any outstanding debts.

Breach of Terms and Conditions/Breach of Policy and Procedures

Your child's place is at risk if you breach any of the obligations included within these terms and conditions. You also risk your child's place being terminated if you knowingly breach any of our policies and procedures or if through your actions or failure to follow setting guidelines put the safety and wellbeing of our children or staff at risk. This includes, but is not exclusive to:

- Misuse of allocated access fob or failure to notify the nursery if lost or misplaced
- Failure to comply with security procedures
- Use of mobile phone within restricted areas
- Unauthorised access of restricted areas
- Sharing of confidential information about our children or staff team
- Breach of Well Child Policy
- Unacceptable behaviour towards staff, children or other service users

We will not tolerate any physical or verbal abuse towards staff, children or visitors within our nurseries. We will issue notice to terminate a contract should a person's behaviour make anyone using or visiting the nursery feel threatened or intimidated. We will also not tolerate any racist or discriminative behaviour on our premises.

Failure to provide required information

We reserve the right to terminate a child's nursery place or withdraw the offer of a nursery place should parents not supply us with accurate and sufficient information to enable us to meet the needs of their child. Parents are also required to keep this information up to date and notify the setting of any changes or additions to the details already provided. This includes information about



children's medical needs or illnesses, details of other professionals involved in the child's care, children's medical needs or illnesses, including the following:

- GP and Health Visitor details
- Vaccination records
- Details of any other professionals involved in your child's care
- If a child has an infectious disease or an existing injury
- Anything affecting their child's health, including dietary requirements
- Sufficient number of emergency contacts and advise if these change.
- Alternative/emergency contact details and ensure that these are kept up to date at all times
- Any changes in parental responsibility, legal contact details or any court order affecting their child and provide a copy.

During the application process, we ensure that parents are informed about the information they need to provide, and are given sufficient time to gather this information. Where parents need help in accessing this information, or relevant services, we will endeavour to provide them with the support they need to do this.

Please be aware that further information is required in order to confirm eligibility for Early Education Funding and will be requested at the time of application. This information is subject to change according to the information required by the Local Authority funding teams.

Unable to meet child's needs

At Birmingham Day Nurseries we endeavour to make all practical adaptations to meet the needs of the children within our care. We work with a range of professionals and external agencies to support us in being able to do this to the best of our ability. However, we acknowledge that there may be occasions when we are unable to make the adaptations needed to truly be able to meet the needs of a child. This may be as a result of the physical structure or layout of our buildings, or as a result of our teams not having the specialised training for the specific needs of the child. Whilst we will always endeavour to upskill our staff to enable them to support every child, there may be times when the specific training needed is not immediately available. This will always be explained to parents, and the decision to terminate or to withdraw the offer of a nursery place will only be made after all other avenues have been explored.

We understand that a child's behaviour is a form of communication, and where challenging behaviour is displayed a child needs support from caring and familiar adults to find alternative ways of expressing their needs, wants and



feelings. Where a child displays ongoing challenging behaviour, we will refer to our Behaviour policy and work with parents to try and determine any reasons or triggers for the behaviour and devise strategies to reduce the number and/or severity of the incidents. We understand that this is something that could take time, and therefore set regular review periods where we keep parents up to date on progress and next steps. In the rare situations where we are unable to reduce the incidents to enable us to ensure the safety and wellbeing of the child, other children, staff and nursery users, we will unfortunately need to assess whether we can continue to offer a nursery place. Before making this decision, we will ensure that all available help from external agencies has been obtained and any suggestions or recommendations implemented. Where we determine that there is no other option than to terminate the nursery place, we will provide the necessary support to help the parent find alternative suitable provision and will liaise with the new setting through any transition process.

Parent Partnership

We pride ourselves in forming strong working relationships with our families and understand that this is essential for providing the highest standard of care for children. In order to form these positive relationships, we require parents to participate in ongoing engagement with nursery staff enabling the sharing of information. In line with our Parent Partnership Policy we will strive to adapt our approach and remain flexible wherever possible to facilitate this engagement and therefore expect parents to support with this process.

Where we find that parent's failure to engage or share important information is, or could negatively impact the care and education that we provide their child, we reserve the right to terminate the nursery place. Before reaching this decision, we will have made all reasonable efforts to engage parents and will have explained the importance of the information needed for the care of their child.

Funding Implications

Parents should be aware that terminating a nursery place before the end of a term, could have implications on funding. For example, if a Nursery place ends before the National Funding Headcount Day, funding cannot be applied and therefore parents will be expected to make full payment for a fee deficit. If a child leaves prior to the end of term, they may not have benefitted from their full funding entitlement, and it is unlikely that they will be able to take up this funding at another setting until the next term. We



therefore strongly advise that you speak with a member of the Nursery Management team before considering leaving prior to the end of the funding term

*Funding terms end on the following dates: 31st March, 31st August , 31st December.
The only exception to this is during the Summer Term.*

Payment of nursery fees

Fees are charged monthly and are payable using one of the following:

- Regular online payments
- University of Birmingham Employees **salary sacrifice scheme** (please ask for further information)
- Online payments via government **Tax-Free Childcare Scheme**

Fees will be charged at the full rate for periods of holiday including Bank holidays, staff training and sickness or where the nursery is closed temporarily in exceptional circumstances. Fees are not payable for University Closed Days.

Late collection of children

An additional charge to cover staff costs will be applied in the event of late collection of children at the rate of £10.00 per child (up to 5 minutes late) and a further £5.00 per child per minute thereafter. Persistent late collection will result in a month's notice being given (at the manager's discretion) and your child's place being withdrawn.

Funding

Any eligible funding codes must be provided to the management team on application or when the child becomes eligible. These codes will be checked prior to the Nursery place being confirmed. Funding is applied to the education and care aspect of a child's nursery place and is not intended to cover items such as meals, nappies or extra-curricular activities. Providers are therefore able to ask you to cover the cost of these items or provide them yourself. At Birmingham Day Nurseries, our meals and snacks are included within our daily charge, and therefore when working out our average hourly rate, we remove the cost linked to meals and snacks (as detailed below). Further information is available for parents [Top things parents need to know 1.pdf](#)

Funding is only applicable for 38 weeks of the year (term time), therefore, at Birmingham Day Nurseries we operate a stretched funding model, which prevents your bills fluctuating from month to month. In order to calculate your monthly fees with the funding deduction, we take your annual fees and deduct the annual funding



entitlement. The annual funding entitlement will vary depending upon the number of funded hours you are entitled to per week.

15hrs funding per week for 38 wks of the year = 570hrs per year

30hrs funding per week for 38 wks of the year = 1140 per year

In order to convert your annual funding entitlement into monetary value we multiply the number of hours by our average hourly rate minus food costs. The calculation we use to do this is below:

External Day Rate (A)	£76
Staff/Student Day Rate (B)	£70
Average Day Rate including food (C): (A+B) divided by 2	£73
Food Provision Costs (including breakfast, lunch, tea and snacks) (D):	£5.39
Average Daily Rate without food (E): (C-D)	£67.61
Average Hourly Rate: E divided by 10.25 (Operational hours)	£6.60

Birmingham City Council require all parents accessing funding to complete and sign a funding declaration form and to resign this form each term. Failure to sign this document may jeopardise your eligibility for funding.

If in receipt of any funding outside of the Universal Entitlement (15hrs for 3 and 4yr olds), it is the responsibility of parents and carers to reconfirm their eligibility code in accordance the funding specifications. It is also the responsibility of the parent/carer to notify the nursery if there are any changes that could impact their eligibility.

Casual sessions are available on an ad hoc basis and will be charged separately via nursery invoice.

Complaints procedure

In accordance with our Complaints Procedure if you have any concerns about your child or the service that we are providing then please speak with your child's key person at the earliest opportunity. If you child's key person is unable to resolve your concerns please refer to our Complaints procedures for the next steps.



Contract acknowledgement

I/we hereby acknowledge that I/we have received, understood and accept without reservation, the terms and conditions for use of the nursery as set out in this contract and incorporate:

- The Application Form
- Terms and Conditions
- Parental Consents and Agreements

I will supply payment of £60 and a £250 deposit which I understand is non-refundable. I understand that I will be issued a link by the nursery to make payment and that the Nursery place is not confirmed until the full payment is paid.

Child's Name:

Date of Birth:

Parent/Carer 1 Name:	Signature:	Date:
Parent/Carer 2 Print Name:	Signature	Date:

Signed on behalf of the Nursery by:

Signature:

Date:

This contract will be held securely on file in the Manager's Office.

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