



## Terms and Conditions

From 16<sup>th</sup> September 2024

Last Reviewed 1<sup>st</sup> August 2024

By using the service of Elmore Kindergarten, you become bound by our Terms and Conditions – these are available to download on our website [www.elmorekindergarten.com](http://www.elmorekindergarten.com).

### Age of Admittance

Our nurseries are registered to accept children from 3 months to 8 years old, with 5 to 8yr old's only being accepted where a 'Holiday Club' service is offered.

### Opening Hours

The nurseries are open Monday to Friday from 7:30am to 6:00pm, 51 weeks a year, closing on all statutory Bank Holidays and for one week over the Christmas/New Year period. No charge is made for the Christmas/New Year period, inclusive of the Bank Holidays that week covers.

### Enrolment Process

Parents/Carers must complete and sign an 'Enrolment Form', detailing in full contact details, any health, dietary, medical, medicinal, allergic or other special needs, and the sessions required. A minimum of 10 hours OR two sessions per week are required.

Elmore Kindergarten uses 'Family', a children's nursery management software, accessible via a Family App which allows you access to your child's Learning Journey, invoice information, nursery news and is a way of communicating with the nursery and your child's Key Person.

All contact details for both parents or those with parental responsibility, and emergency contact details must be fully completed and kept up to date by Parents/Carers on the Family App. Remaining information from the 'Enrolment Form' is the responsibility of the nursery to complete.

### Nursery Fees and Payments

1. Invoices are sent electronically by email via Family on or around 10<sup>th</sup> of each month. Invoices issued, payments made, and account balances can be accessed via the 'Balance' tab of the Family App. Access may need to be requested as it is not automatically applied to all Parents/Carers within one account.
2. Fees are due on the first day of each calendar month in advance, payable by BACS. Payment by other methods (Tax-Free Childcare transfers, childcare vouchers) are all welcome, however cheques are not accepted.
3. Payments are applied daily to Family. The system is not live. There are a number of manual steps involved between receiving and applying a payment to Family. Whether a payment has been captured in your account balance can be checked on the Family App.
4. Fees are payable at the full rate for all periods of child absence, including holidays, bank holidays and sickness. Except for one-week closure over Christmas/New Year period where no charge is payable for the Bank Holidays when we are closed.
5. Monthly fees are calculated by multiplying the weekly fee by 51 weeks and dividing by 12 calendar months (unless in receipt of Term Time Only, in which case fees are calculated on a sessional basis, unless there is a plan change during the month).
6. There is no registration fee.

7. Deposits may be requested to secure your child's place at any time, and they are refunded against the first month's fees.
8. Elmore Kindergarten reserves the right to review the fees. In the event of there being changes to the fees one calendar month's written notice shall be given.
9. Where a third party will be meeting nursery fees they must still be paid in advance, either by the third party or temporarily by the parent, who can subsequently be refunded.

### **Discounts**

1. Where there is more than one child from the same family attending the nursery a sibling discount will be applied to the eldest child's fees.
2. Due to Elmore Kindergarten's original nursery being located close to Sheffield Children's Hospital we continue to show our support by offering a discount of 5% to NHS staff. However, this discount will no longer be available for new enrolments from 1<sup>st</sup> September 2024.
3. Each family shall only receive one discount where multiple discounts are available.
4. From time-to-time other discount offers may be made.

### **Booking Plan**

1. A booking plan is the weekly pattern in which your child will attend nursery.
2. A weekly pattern creates an agreed number of weekly contracted hours.
3. Creating a booking plan is crucial to generating a register, monitoring attendance and organising staffing to ensure the correct staffing vs children ratios are in place.
4. One month's written notice by email or via Family is required from the Parent/Carer to reduce the number of contracted hours of your child's Booking Plan, however we will endeavor to accommodate requests earlier if staffing costs are not negatively affected. Verbal notification to any member of staff will not be accepted.

### **Sessions**

1. Early Morning Session: should you require additional childcare in the morning from 07:30am to 08:00am, this should be arranged as part of your child's Booking Plan. Places are limited and subject to availability. Unless you have pre-booked an early start you may be asked to not enter the rooms with your child until your start time due to staff ratios.
2. Morning Session: includes breakfast, morning snack, lunch and dessert.
3. Afternoon Session: includes afternoon snack, tea.
4. School Day Session: includes morning snack, lunch and dessert, afternoon snack.

### **Out of Session Hours**

1. While a child's booking plan is the recurring weekly pattern of attendance, Out of Session Hours are one-off purchases i.e. an extra session/hour outside of a booking plan or a late collection.
2. Please try to give as much notice as possible if you require Out of Session Hours so that we can organise staff and food for your child.
3. Notice provided out of hours (evenings and weekends) for the next day is not a guarantee that the nursery can facilitate your request. The nursery may not have staff scheduled to be at the nursery to accommodate additional children, this is something that needs to be arranged by the Nursery Manager.
4. Out of Session Hours booked but not taken are not refundable or transferable unless agreed by the Nursery Manager due to exceptional circumstances.

## **Nappies and Wipes**

These are included in all fees.

## **Flexi-Arrangement – where attendance varies from month to month**

1. These are by arrangement only, and dependent on availability.
2. A minimum of 10 hours OR two sessions per week must be requested each week – this will be seen as the 'Booking Plan' for your child irrespective of absence due to holidays.
3. Where funded hours are accessed the Booking Plan must total the number of funded hours (or more – as needed) each week.
4. The Booking Plan for your child must be submitted by 10<sup>th</sup> of each month for the full month ahead.
5. Continual late submission may result in this service being withdrawn and a fixed monthly booking plan will be requested.
6. Any attendance outside the agreed Booking Plan and contracted hours will be treated as Ad Hoc Hours.
7. All other terms and conditions listed in this document will apply.

## **Termination**

1. One month written notice by email or via Family is required from the Parent/Carer to terminate a child's place in the nursery. Verbal notification to any member of staff will not be accepted.
2. Where a child's place is terminated by the nursery due to non-payment of fees or other dispute a charge equivalent to one month's fees will be made by the nursery in lieu of notice.
3. In the event of fees or payment payable to Elmore Kindergarten being outstanding for more than one month beyond the due payment date, we reserve the right to immediately suspend care at our discretion. We then in all cases pursue payment plus legal fees through the County Court and additionally reserve the right to charge interest at 8% of the total per month.

## **Early Years Entitlement**

1. Early Years Entitlement is offered flexibly, either as stand-alone sessions or as part of a broader Booking Plan.
2. In order to do this sustainably we reserve the right to limit the number of places offered with availability being given first to children already in our care, their siblings and then to new children on a first-come-first-served basis.
3. Term Time Only: up to 15 hours per week (Universal Entitlement) or 30 hours per week (Extended Entitlement) for 38 weeks of the year.
4. 51 Weeks: up to 11hrs per week (Universal Entitlement) or 22hrs per week (Extended Entitlement).
5. Parents/Carers may choose from any of our available sessions, with a maximum of 10 funded hours in any one day between 8am – 6pm.
6. Any hours that fall outside of the funded entitlement are charged in line with our standard fees.
7. Early Years Entitlement sessions are offered in line with the DfE and Local Authority's Codes of Practice and are subject to their terms and conditions.
8. The nursery can advise you on notice periods and whether you are able to change your Booking Plan, as these are governed by a 'Headcount' week each term, this is when final data must be submitted to Sheffield City Council in order to ensure we can access your funding.
9. The dates of the funded weeks for Term Time Only attendance vary from year to year, these are available on the Parent Hub section of our website [www.elmorekindergarten.com](http://www.elmorekindergarten.com).

10. Please note that it is the parent's responsibility to ensure that their application for Early Years Entitlement funding is made in line with the LEA's requirements. Late, incomplete or invalid applications may result in nursery fees being charged at our normal rates for these sessions.
11. A 'Parent/Carer Agreement Form' must be completed, ahead of when the funding is due, in order to use your funding entitlement with us.

### **Sickness and Illness**

Any child who has, or develops, an infectious illness must be kept at home. This includes conditions such as vomiting, diarrhea, discharges, conjunctivitis, sore throat and obvious rashes. To prevent the spread of illness, any child suffering from vomiting or diarrhea must be kept at home until clear of symptoms for a minimum of 48 hours. Fees are payable at the full rate during the period of sickness absence from the nursery. Further information regarding exclusion periods can be found in the Parent Hub section of [www.elmorekindergarten.com](http://www.elmorekindergarten.com) - Public Health England – Guidance on Infectious Control.

### **Late Collection Charges**

Elmore Kindergarten supports working families and understands the difficulties of balancing work and family commitments. However, early drop offs or late pick-ups does cause an impact on staffing, therefore within the hours of 7.30am to 6pm, the 'Out of Session' hourly rate will apply and will be charged to the nearest 15 minutes. There is an additional, increased charge, for late collection after 6pm, please refer to our fees.

### **Disruptions to Service (Force Majeure)**

In cases of disruption to service Elmore Kindergarten will do everything in its power to operate the service where it is safe to do so. However, severe disruptions may require the closure of the nursery or reduction in service. In such cases fees remain payable during any period of closure. Examples of force majeure include but are not limited to extreme weather (including snow and ice), other acts of God or third parties outside of the nursery's control including disruptions to highways, public transport, utilities and industrial action.

### **Zero Tolerance Behavior**

Any incident in which a member of staff is abused, threatened or assaulted in circumstances relating to their work is unacceptable and will not be tolerated. This includes the use of verbal abuse, aggressive tone and/or language and swearing/foul language. Staff should not be left upset and distressed following an interaction with a parent, and incidents of this nature may result in the parent being provided with immediate, or four weeks' notice depending on the severity of the situation.

### **Notice of Change**

These Terms and Conditions are subject to change in whole or part with one month's written notice via the Family App by Elmore Kindergarten. The most update to date version of these Terms and Conditions will always be available on our website [www.elmorekindergarten.com](http://www.elmorekindergarten.com).