



The Wondergarden Day Nursery and Forest School

Terms and Conditions

The Wondergarden is a trading name of Simbas Den Ltd which is a private limited company registered in England and Wales under company number: 10676684. To enable us to provide and maintain the highest standards of care we require all parents to be aware of and abide by, the following conditions. Acceptance of your child's place at The Wondergarden constitutes your understanding and agreement to these terms and conditions.

Fees

1. All full year invoices are calculated over 50 weeks of the year that The Wondergarden is open. Invoices are averaged into 12 monthly payments so that you will receive an invoice every month of the year. Monthly payments will include bank and public holidays which are payable in full.
2. Term time only invoices are calculated over 38 weeks of the year
3. Depending on your start/leave date, your first/last invoice may be invoiced pro rata based on sessions booked for that month until the end of said month. All subsequent invoices will be averaged over 50/38 weeks.
4. Invoices will be generated monthly via our nursery management system using their standard formulas and are linked to sessions booked.
5. Ad hoc or extra sessions will be added to your monthly invoice, which will then become due immediately.
6. Ad hoc sessions can be booked up to 1 month in advance
7. Children leaving part way through a year will have a balance due for any advanced weeks deducted.
8. We accept nursery education funding, working tax credits, childcare vouchers and tax-free childcare
9. Fees are due monthly in advance and due by the 5th of each month that they relate to.
10. Late payments of more than 5 working days will incur a £25.00 charge per week.
11. Unfortunately, we can offer no refunds, make up sessions or credits for sickness or absences such as holidays.
12. Unfortunately, we can offer no refunds, make up sessions or credits if a parent is asked to collect a child due to sickness, safeguarding concerns or due to an incident of behaviour where management feel such behaviour poses a risk to other children and/or staff.
13. Nursery closures, training days and bank holidays are non-refundable and cannot be taken in lieu. No compensation will be paid or refund given if the nursery has to be closed due to any reason beyond the control of the nursery, such as power failures, extreme weather conditions or a pandemic. This may include a severe staff absence which may cause the setting to closed temporarily or limit spaces available in line with following legal government guidelines. This is because during our closure days we still incur our usual running and staff costs.
14. We ask that payments are to made in advance by standing order or direct to our account
15. If fees are overdue by 14 working days, the nursery reserves the right to suspend the child's place until the payment is made in full. Payment in lieu of the suspended place will also become due
16. We reserve the right to take any necessary legal action and seek to recover any outstanding sums owed plus costs and interest. We reserve the right to charge interest on any sums outstanding or other payments lawfully due under these terms that are not received by us within 14 days after the date payment was due, at the rate of 4% a year above the base lending rate of Barclays bank Plc. This

interest is payable from the date on which the outstanding payment or other payment fell due to the date of actual payment, whether before or after any court judgement.

17. Fees will be reviewed throughout the year and any variation/increase in our fees or change in fee structure will be advised with one month's prior notice. Fee's will only be increased where necessary and in line with inflation / running costs.
18. Forest school sessions are payable for all parents. For parents paying private fees only, the cost of forest school is built into your session cost. For parents who are using government funding, forest school is charged separately per term, in advance. Please refer to our latest fee sheet for further details.

Funding

1. Although we open for 50 weeks of the year, we can only claim funding for 47.5 weeks for our children using funded hours. This is a fixed option from the local authority and out of our control. Therefore parents/carers are required to pay 2.5 weeks of full fees per year which will be spread across their monthly invoices.
2. We cannot claim certain funding until we are in a receipt of a child's specific funding code and full fees will apply until we are provided with your child's valid code. This code usually starts with 500 and can be found on your tax free childcare account / be sent to you from the government.
3. We accept 9 month+ 2, 3 & 4 year old funded places which are funded through North Northamptonshire County Council. Funded places are available for all sessions that we offer.
4. For children using 9 month+ 2, 3 & 4 year old funding there are optional extras, meal charges and optional consumable charges payable (to include nappies, wipes, cream, trips, sunscreen, crafts, special activities & resources, use of nursery software etc.)
5. Fully funded places are subject to availability and can be requested but not guaranteed.
6. The funding the nursery receives covers care only, the optional consumable charges cover additional items provided by the nursery such as nappies, wipes, cream, trips, sunscreen, crafts, special activities & resources, use of nursery software etc.
7. For parents who opt out of paying our consumable charge, the nursery reserves the right to charge for breakfast and snacks (cost to be confirmed to the parent prior)
8. The nursery does not allow external food to be brought into the setting and therefore parents may still be required to pay meal costs if they chose to opt out of our consumable charge unless a special arrangement has been made with management.
9. Funded children can attend all year round or term time only, using Northamptonshire term dates.
10. Consumable charges are charged in full day or half day blocks. Where part of a half day session is using funded hours, we may charge a quarter day consumable charge. Consumable charges may occasionally be charged hourly depending on funded sessions used.
11. Funded places will be offered in accordance with the code of practice for early years entitlement and any local conditions in place at the time.
12. We require all parents/carers to sign North Northamptonshire's parental contract declaration and to provide us with proof of national insurance, identity and address as a requirement for the receipt of funding.



13. Written confirmation (email or message) will need to be sent to us for any change in funded sessions and we require one month's written notice for any requested changes.

Admissions and bookings

1. The setting will try to accommodate all sessions where possible including adding your preferred session to a waiting list. However, the nursery retains the right to prioritise existing bookings and bookings of full time spaces over our minimum one day requirement, prior to a space being confirmed.
2. The nursery reserves the right to prioritise a full day booking over a half day or school day booking
3. Priorities to siblings of children already attending the setting will given.
4. All other places will be offered on a first come, first served basis
5. Term time only places are only available in the main room and not the baby room.
6. School day sessions are only available in the main room and not the baby room
7. Where Hourly sessions are used, these count as flexible sessions and can't always be offered at times of high occupancy.
8. We ask that pick up times of 12.00pm and 4.00pm are avoided in order to avoid interruption during meal times
9. All regular booked spaces require the child's attendance for a minimum term of 3 months before a reduction in sessions can take place. This may be reduced on special circumstances but only at the discretion of the manager / directors.
10. Once a child has registered with us, and completed the 3-month term, 1 full calendar month's written notice or payment in lieu will be required to withdraw or reduce sessions.
11. A non-take up of a registered place will incur full fee charges, to reflect our notice procedure (3 month term).
12. Registered start dates are fixed and unable to be postponed unless the settling in period is extended on advice of the nursery management. Should an agreed start date be pushed back by request of the parent, full fees will still be payable from the original agreed start date or the place may be withdrawn by the nursery and offered to another child.
13. We regret that we are unable to swap sessions on a temporary basis and require at least 24hrs notice for any increase in sessions and one month's notice for any decrease in sessions, subject to availability. A change of hours form or additional sessions form may also need to be completed.
14. Each change of hours / sessions is considered a new booking and therefore the minimum 6 month term is applied.
15. Where notice is given a calendar month applies.

Registration and settling in

1. Our registration and settling in process is comprehensive to ensure all children can have the best start in life at our nursery.
2. To secure your child's place at the nursery, the registration forms must be completed and returned.
3. Upon the nursery offering you a place an invoice will be sent which requires parents to pay a non-refundable registration fee of £125 (unless a fully funded place has been provided which are subject to availability)



4. Our registration fee includes a free Wondergarden back-pack and covers the settling in process for your child on a 1:1 ratio until your child is settled. You will not be charged your nursery fees until the settling in process is complete.
5. Where a parent/guardian has refused, been unavailable or not attended for 3 proposed/booked settle sessions and the start date is therefore postponed, full fees may become payable from the start date regardless of if the child is still settling in.
6. Invoices are due within 7 days to secure your place and once paid, settling in sessions can be arranged.
7. For new registrations we require a minimum booking of one full day per week or two half days per week. There is no minimum booking for fully funded places which are subject to availability
8. During the settling in process, further documents will need to be completed with your child's key person, to ensure the effective care of your child.
9. If parents are invited into the nursery building during settles, phones, tablets or any electronic devices with photo sharing capabilities will not be allowed and must be left outside of the nursery.
10. Parents / carers must inform the nursery immediately of any changes to their address or contact details to any named person on the registration form.
11. You must provide your child's birth certificate, proof of address and parents ID to register your child

Ad Hoc Bookings

1. Extra sessions can be booked and charged appropriately on an ad hoc basis, subject to availability.
2. Parents are able to request additional sessions via email or Famly. No extra hours can be confirmed over the phone or verbally.
3. Parents are asked to email the office and we will get back to you to confirm the booking as soon as reasonably practical.
4. Once an ad hoc session is booked this cannot be cancelled, and during times of absence the full fee will apply.
5. Parents who use ad hoc bookings regularly will incur a weekly administration charge of £2.50, unless parents are using ad hoc bookings on a short term basis whilst waiting for a full term contract space to become available.
6. We reserve the right to limit ad-hoc bookings to be within one month.

Operating hours

1. Nursery opening hours are 8:00am – 5:45pm Monday – Thursday and 8:00am – 1pm on Friday.
2. Late collections will incur a late collection charge of £7.50 for the first 15 minutes, after 30 minutes an additional £15 charge will be incurred. After 1 hour an additional £30 charge will be incurred.
3. If after 1 hour late, a child is still uncollected, it is the duty of the nursery staff to contact the local children and young people's services. Failure to collect your child upon the agreed collection time (no later 5:45pm) will result in the setting following the non-collection policy and procedure and/or contacting other agencies as we feel appropriate. We may also contact the child's primary carers or emergency contacts. The setting will ensure the safety of all children within their care at all times.
4. We require at least one week's written notice for holidays where possible in order to effectively plan for staff and occupancy



Health and medical matters

1. The Nursery should be informed via email or on Family of all child non-attendance as soon as possible and ideally before 8am or at least 1 hour before the child's booked session. Details of any sickness must be provided so we can take the necessary action if required. We reserve the right not to admit children who we deem unwell or unfit to attend, in line with our policy and procedure.
2. The Nursery has a strict illness and exclusion policy, to protect the health and welfare of our children, staff and visitors, the policy will be provided and must be adhered to which can usually be found on our website.
3. The nursery may administer medicine to a child with parent's consent unless it is an emergency that warrants Calpol (where a prior consent form has been completed) or has been prescribed by a doctor.
4. Should the child be on prescribed medication, it is the responsibility of the parent or carer to notify the manager or key person and to sign the necessary form of consent.
5. Under no circumstances should medication be left in a child's bag on their peg – it must be handed to a member of staff on arrival.
6. Children must not attend nursery if they are suffering from sickness, vomiting, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free or cleared to return to Nursery by a doctor.
7. In the event of your child becoming injured or ill whilst at Nursery, we may administer first aid, arrange for your child to obtain medical assistance or request and early collection. If we are unable to reach you then we will call an authorised contact as the Nursery deems appropriate. All information will be recorded in the accident/sickness folder or on our nursery app. We reserve the right to ask parents to collect their child as soon as possible should there be any medical concerns.
8. The nursery requires full and specific details of a child's allergies or intolerances prior to starting and we may request that a health care form is completed and that a risk assessment is carried out.

Privacy and Data

1. We process personal data including but not limited to sensitive data, such as name; address; telephone contact; date of birth; email addresses; authorised and medical contacts; employment information; gender; physical conditions; disabilities and allergies; dietary requirements; photographs and care; learning, development records and safeguarding records.
2. We will take pictures of the children for observational learning development purposes on a daily basis. These pictures may then be used on our website, display boards, flyers, posters, social media, training or promotional purposes. Parents will be asked for to agree their consent via our nursery management software however must inform the nursery upon registration if they do not wish for their children to be included.
3. We will take photos of the children for observational and learning development purposes on a daily basis and will be shared via our nursery management software only. These photos will not be shared externally but photos of the children may be visible by other parents of the nursery e.g in group activity photos. Parents should inform the nursery upon registration if they prefer for their child not to be included in these photos at all. Some photos may be printed and placed in the child's 'moments of wonder' book which remains in the nursery building.

Other

1. The offer of a place and its acceptance by the parents/carers gives rise to a legally binding contract on the basis of these terms and conditions.
2. Nothing within these terms affects the parent / carer's statutory rights.
3. The Nursery will hold parents / carers accountable if any staff member leaves or reduces their working hours in order to work for yourself or any establishment related to you. The Recruitment Fee will be 20% of the annual gross market rate salary of an individual with equivalent qualifications and role as the former Nursery staff member
4. We operate a robust safeguarding policy which can be found on our website. Our most up to date policies and procedures can found on our website or on request.
5. We reserve the right to request that a child is collected due to sickness, safeguarding concerns or due to an incident of behaviour where management feel such behaviour poses a risk to other children and/or staff.
6. We may unilaterally change any provisions of these terms and conditions without notice to you where such change arises from regulatory or legislative requirements. For any other changes to these terms and conditions including but not limited to a change of booked sessions, or assignment of this Agreement we will provide you with one week's advance notice. Upon notice of any change to our terms and conditions, your continuous use of the nursery or any of our services constitutes your agreement to our revised terms unless we are notified otherwise in writing.
7. These terms along with our fee sheet and registration form as amended from time to time represent the entire agreement between you and Simbas Den Ltd t/a The Wondergarden.
8. We ask that all parents / carers abide by all relevant Nursery and Forest schools' policies and procedures (which are available on request), as amended from time to time.
9. You have read these terms and conditions and it is your intention to be legally bound by them.