



## **Nursery Service Contract and Charging Information for Parents/Carers**

### **Term time only offer (38 weeks a year)**

For the term time only offer your child can attend nursery usually for a minimum of 15 hours for the universal funded offer, or for 30 hours if you are eligible for the extended funded offer.

We can then offer (subject to availability) further hours at a chargeable rate as shown in our attached fees information sheet.

### **All year round offer (50 weeks a year)**

For 15 hour nursery places that you would like to stretch across the whole year, this is calculated as 11.25 funded hours per week and you may be required to pay for the additional 3.6 hours per week to make up the minimum 15 hours placement each week, if this is the only offer available.

For 30 hour nursery places that you would like to stretch across the whole year, this is calculated as 22.3 funded hours per week and you may be required to pay for the additional 7.7 hours per week to make up to the minimum 30 hours placement each week, if this is the only offer available.

### **Admissions Policy**

The nursery has an admissions policy, which is activated in the case of oversubscription. Places are allocated on a first come first served basis. In the event of competition for places, siblings are given priority on place allocation.

Nursery application forms can be filled in and submitted when your child is three months old. The nursery will provide written confirmation of any spaces or a response to an application submitted.

The admission policy is available upon request.

### **Notice Period**

The nursery requires six weeks' notice to change (subject to availability), reduce, or cancel sessions. In the event of a reduction in sessions or withdrawal of a child with less than six weeks' notice, full payment is required for the entire six weeks' notice period regardless of actual attendance.

## The Service

The nursery will look after and provide appropriate care and attention for your child during the sessions indicated above and at such other times as are agreed with you. The nursery will provide an appropriate curriculum in accordance with your child's interests and needs, as well as providing sleeping and nappy changing facilities as necessary.

## Opening Hours

Monday to Friday 7.30am to 6.00pm.

## Planned Closures

The nursery is closed for a two week period over Christmas and New Year and also for four professional development (training) days, which are spread out over the year. In addition, the nursery is closed for all bank holidays. The nursery does not charge for the Christmas closure period. However, the nursery does continue to charge for the professional development days and bank holidays. Professional development days are arranged on different week days throughout the year to ensure that the same families are not affected and are essential to ensure all staff knowledge and skills remain up-to-date (for example, first aid).

## Early Education Funding

The nursery provides 3 and 4 year old children with government funded early education. This applies from the term after the child's third birthday (see table below), or if available as soon as your child turns 3.

<b>A child born in the period</b>	<b>Will be eligible for a free place</b>
1 <sup>st</sup> April – 31 <sup>st</sup> August	1 <sup>st</sup> September following the child's third birthday (autumn term)
1 <sup>st</sup> September – 31 <sup>st</sup> December	1 <sup>st</sup> January following the child's third birthday (spring term)
1 <sup>st</sup> January – 31 <sup>st</sup> March	1 <sup>st</sup> April following the child's third birthday (summer term)

Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare only. 15 hours of funding is available to all 3 year olds. To receive an additional 15 hours (therefore a total of 30 hours a week) you will need to apply online to see if you meet the criteria. Please see the nursery manager/administrator for further advice.

The entitlement is offered free. Parents/carers will not be charged a "top-up" fee to recoup the difference between the amount received from the Local Authority and the current hourly rate.

Early Education is offered within the national parameters –

- no session to be longer than 10 hours;
- no minimum session length (subject to the requirements of registration on the Ofsted);
- not before 6.00am or after 8.00pm; and
- a maximum of two sites in a single day.

All families are entitled to claim up to 570 funded hours per year for 3 and 4 year old children from the term following their third birthday. Government funding advised as “15 hours per week” refers to a term time only calculation. The nursery offers a choice of term time (38 week) or all year round (50 week). These funded hours can be accessed in addition to any other sessions or a reduction can be given from the cost of extended day care. The nursery cannot guarantee that free sessional places will be available, although children already attending the nursery are prioritised. Early Education cannot be claimed for certain absences. Further details on early education is available through the Norfolk County Council Parents booklet:

<http://www.schools.norfolk.gov.uk/Early-stage/FinanceandFunding/NCC121619>

We are also able to provide the 30 hours entitlement to eligible families. This will entitle you to claim 1140 hours per year. We require the eligibility code, National Insurance number and child’s date of birth as well as consent to action an initial check of eligibility. Parents/carers are responsible for checking their continued eligibility regularly online via HMRC to avoid incurring charges.

If you would like your child to attend the nursery for additional hours/sessions above the 15/30 hours available, the cost are calculated according to the nursery fee prices.

The free entitlements will be delivered consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.

To confirm your child has reached the eligible age for the free entitlements, you will provide documentation to evidence your child’s date of birth. A copy will not be retained, but may be requested again at a later date.

We will work with parents/carers to ensure that as far as possible the hours/sessions that can be taken as free provision are convenient for parents’/carers’ working hours.

## **Nursery Sessions**

If your child is not entitled to funding or wishes to attend additional sessions (up to 50 weeks per year), our fees are shown on our fees information sheet and session times are shown below:

<b>Session and time</b>
Session 1 – 7.30am to 9.00am
Session 2 – 9.00am to 12.00pm
Session 3 – 12.00pm to 3.00pm
Session 4 – 3.00pm to 4.30pm
Session 5 – 4.30pm to 6.00pm
Whole day (maximum of 10 hours)

## **Additional Charges**

The additional charges apply to all nursery users regardless of whether you are taking advantage of the 15/30 hours' free entitlement. Charges are shown on our Nursery Fees Information Sheet.

Please refer to the nursery's essential guide for parents/carers for further details about providing food, nappies, nappy sacks and wipes for your child. You are welcome to bring snack and a packed lunch for your child, but please refer to the nursery for guidance in case of allergies of children within the setting. If you chose to provide food for your child while they are at nursery, please ensure that any items are clearly marked with your child's name and are in appropriate containers.

## **Invoices and payment of fees**

Invoices will be sent out at the beginning of each term. Invoices can be paid either by:

- paying in full immediately; or
- paying in two instalments, half immediately and half within five weeks of the invoice date.

Payments can be made by standing order or BACS. We also accept childcare vouchers through some schemes run by many employers. Please see the nursery manager/administrator for further advice.

The bank details for John Bear's Nursery BACS payments are as follows:

Barclays Bank  
Sort Code: 20-62-61  
Account Number: 00989290

Please use your invoice number/child's name as a reference.

Our Ofsted registration number is: 120988

Additional invoices will be raised for extra hours (outside of the Nursery Service Contract) and these must be paid in advance of the hours being used. All non-funded hours will be charged at the current hourly rate.

The invoice will be itemised to provide clear and transparent information concerning the charges as agreed in the Nursery Service Contract. It will allow parents/carers to see that the entitlement is received completely free of charge and understand additional fees that have been applied.

No reductions can be made for children's absences, including family holidays in non-funded contracted hours.

Parents/carers are responsible for checking their invoices to ensure the correct contracted hours have been charged and correct early education funding amounts have been claimed. In the event of an under-charge due to split-funding, the amount will be invoiced with the usual payment terms.

## Fee Payment Policy

In order to run our high quality childcare setting it is essential that fees are paid on time. Childcare fees are invoiced termly. The date that the invoice is due to be paid will be printed on the invoice, this will usually be 10 working days unless it is stated otherwise, as in the case of the second payment for a termly invoice. Ad hoc invoices are issued and due immediately.

Childcare should be paid for immediately to secure the child's place and allow for staff planning in accordance with OFSTED regulations.

### ***Any account falling into arrears will trigger the following procedure:***

- Text a polite reminder that fees are due soon;
- Text to say that fees are now overdue;
- If an account falls into arrears a reminder invoice will be issued to bring account up to date within 5 working days;
- If this fails, a letter will be issued informing that if account is not paid in full within 5 working days, the account arrears will be passed to a Norfolk County Council to recover via the small claims court ***and the child will be unable to attend nursery for any non-funded hours. In addition, a charge equal to 10% of the balance owed will automatically be added to your account.***

(At any point in this process the Head of School may choose to intervene and discuss the outstanding invoice with the parent/carers directly.)

### ***Any child leaving the setting with outstanding fees will trigger the following procedure:***

- In order to give a last opportunity to settle an account, the parent/carer will be informed of the date that information will be passed to Norfolk County Council.
- If the account is not settled it is out of the hands of the setting, and all payment ***plus any additional charges*** incurred by Norfolk County Council will have to be paid to them.

## Deposit

The deposit of £50 needs to be paid before any reservations are confirmed. For the return of nursery deposits, the notice period required is six weeks due to the financial commitment made and the time required to fill a vacant space; within the 6 week notice period the nursery reserves the right to retain the full deposit. Deposits are returned to funded-only children two weeks after they begin attending their booked sessions. Deposits for non- or part-funded children are applied to their account as a payment.

If a settling period has been attended at reduced cost and the decision is made not to begin your permanent sessions, the settling period will then be charged for. Part or full payment will be taken from the deposit fee already paid.

## **Registration fee**

The nursery charges a £10.00 registration fee once a childcare place has been offered. This is voluntary for those families whose child(ren) only access the funding entitlement. On receipt of a registration fee, your child will be provided with a John Bear's Nursery book bag and their learning journey will be created. Additional items can be ordered from the nursery office.

## **Retainer fee**

The nursery reserves the right to apply a fee (100% contracted hours at current hourly rate) to keep a place open for a long period of absence.

## **Increase in fees**

The nursery may increase fees and will give you written notice of any change at least four weeks in advance.

## **Regulations**

The nursery will comply with all the applicable statutory requirements.

## **Absences**

If a child will not be attending a scheduled session you should notify the nursery by telephone within 2 hours of the session start time. You should also give the nursery as much notice as possible if you know in advance that your child will not be attending. Our register documents form part of our duty to effectively safeguard children.

**Please note that normal fees are charged for any periods of absence, including family holidays in non-funded contracted hours. Please be aware that extended periods of absence may impact your child's funding.**

## **Sickness**

If your child becomes unwell while at nursery, we will contact you and discuss whether you need to collect your child. The nursery adheres to the 'Guidance on Infection Control in schools and other child care settings' (Health Protection Agency, 2010). The nursery also seeks advice through Norfolk County Council and the NHS on individual cases.

If your child has sickness or diarrhoea, we will contact you and you must collect your child immediately. Your child will not be able to return until 48 hours after the last bout of sickness or diarrhoea.

If your child has conjunctivitis (sticky eyes), you must keep your child away from the nursery until a doctor has seen your child and appropriate treatment has been given.

If your child has contracted or been in contact with one of the communicable childhood diseases, you must notify the nursery as soon as possible so that we can make other families aware. Normal school exclusion periods will apply.

Please give consideration to the other users of the nursery if your child is unwell. If you are unsure whether your child is well enough to attend, please contact the nursery and ask a member of staff.

## **Medication**

Should a child require prescribed medication to be administered while at the nursery, this may be given at the discretion of the Manager. You must complete a medication consent form. The nursery does not permit its staff to administer antibiotic medication until after the first 48 hours of treatment with the exception of conjunctivitis drops or cream. This is to ensure a child does not have an adverse reaction.

If a child shows symptoms of being unwell that requires 1 to 1 care, then the nursery reserves the right to contact the parent/carer to collect their child. This is to ensure the wellbeing of staff and other children.

## **Meals**

Please see the fees information sheet for details of our breakfast, lunch and snack tea fees. You are required to confirm to us in writing all specific dietary needs and all food allergies your child has so that a substitute can be provided and where appropriate suitable care can be given.

## **Smoking**

The nursery operates a no smoking or vaping policy both inside and outside the nursery and its grounds.

## **Notification**

You must notify the nursery if any of the following events occur:

- Your child suffers from, or has been in contact with, any communicable disease.
- Your child has any additional needs.
- Your child is to be collected from the nursery by someone other than you.
- Your child will not be attending a pre-booked session.
- Change of any information provided at registration.

**You must immediately notify us of any change in emergency contacts or your child's doctor, address, or your telephone numbers or workplace.**

## **Late collection**

An extra charge will be made for the late collection of a child.

If you collect your child more than 5 minutes late (calculated using office digital time) we will issue a polite reminder, for subsequent occasions there will be an additional charge of £30 per late collection and a surcharge of £10 per 15 minutes after the first ½ hour which includes the basic cost of keeping two senior staff members on site to care for a child “after hours”. Whilst we have a legal responsibility and a professional duty of care to ensure that a child is looked after if a parent/carer is not in time to collect a child, the nursery must operate within legal ratios and limits.

## **Loco parentis**

Once a child has been registered with the nursery, the nursery staff will act “in loco parentis” during the time the child is attending the nursery, both on and off the premises, until you collect the child. In the case of an accident or emergency, or in the event of illness, the nursery reserves the right to take such actions as are deemed necessary, including hospitalisation and the administering of anaesthetics, even if you have not or cannot be informed.

## **Inclusive practice**

We welcome children and families from all social, cultural and religious backgrounds. We value the diversity of family structures and life-styles. We aim to create a rich and diverse nursery environment to reflect the social and cultural diversity in our communities.

We recognise that all children in the nursery have a right to be listened to, respected, valued and protected from all forms of discrimination.

Please refer to the SEND and Inclusion Policy concerning the SEND support on offer to children and how we support families to choose the right setting for their child with SEND.

We aim to identify all children that may attract any additional funding such as EYPP, DAF, SEND Inclusion Fund and any locally available funding streams with a view to submit a claim/application to support and improve their outcomes.

## **Data Protection**

Records will be held on computer and on written files. Only records that are essential to the nursery operation and applicable regulations will be requested. In accordance with the General Data Protection Regulations, if parents/carers do not agree to records being kept in this way, they should write to the Nursery Manager. Please see our privacy notice on our website for further information.

## **Personal Items**

All personal items brought to the nursery should be named. We cannot accept responsibility for lost items.

## **Liability**

The nursery will not be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside our reasonable control.

## **Complaints**

Our complaints policy is available upon request.

Where parents/carers are not satisfied that their child is receiving the free entitlement in the correct way (as set out in this funding agreement and in Early Education and Childcare Statutory Guidance for Local Authorities March 2017), a complaint can be submitted directly to the Nursery Manager.

## **Termination**

This contract may be brought to an end by you or the nursery giving the other at least six weeks' written notice. The agreement will come to an end at the expiry of that six week period.

If a debt has been accrued and not settled in the agreed time scale, then the contract will be brought to an end by the nursery giving only one week's written notice.

**Staff have a duty of care in all early years' settings to promote positive outcomes for all children, which are committed to building open and supportive professional relationships with families.**

**This means that everyone working in contact with children must endeavour to keep children safe and protect them from harm. This means that all adults have a statutory (legal) duty to report child protection or welfare concerns to Children's Services or the police.**