

# General Terms of Service

Saplings Nursery

April 2026



# TERMS AND AGREEMENT

## Definitions

The definitions below apply in this Agreement.

<b>“Child”</b>	the child or children
<b>“You”</b>	the person, firm or company who purchases Services from us;
<b>“Services”</b>	the services of a day care nursery Monday to Friday, including bank and public holidays, 3 staff training days per annum, together with any other services which we provide, or agree to provide, to you;
<b>“Us”</b>	Saplings Nursery

A reference to **writing** or **written** includes standalone email, it also includes a signed letter attached to an email and a letter sent in the post.

Any requirement in this agreement for either party not to do something includes an obligation on that party not to allow that thing to be done.

## 1. Formation of the agreement

- i. An agreement for our Services will be formed between you and us once you have given us a signed, fully completed online Enquiry form, Enrolment Fee (£30) and place deposit issued to you on your start date, and we have confirmed to you in writing that your application for a place has been successful.
- ii. These terms govern the agreement between you and us for the Services. No other terms apply unless they are in:
  - a. A handbook issued to you by us,
  - b. A policy issued to you by us,
  - c. A letter that is signed by both you and us
- iii. In the case of any uncertainty as to which terms apply, these terms will apply.

## 2. Duration of the agreement

- i. The agreement shall last until it is terminated by either you or us giving to the other, in writing, at least one full calendar months' notice. (i.e. notice received on 31<sup>st</sup> of the month, will end the agreement at the end of the following month; notice received on 11<sup>th</sup> month, will end the agreement at the end of the following month). However, the agreement can, in some circumstances be terminated immediately under clause 19.
- ii. The PRIVATE place deposit is refundable, providing these terms are followed when terminating our Services and other terms do not apply. As soon as notice to terminate is received, we apply the deposit back to your account as a payment before the final invoice is generated and we enter the leave date for the Child
- iii. You are liable for fees during the notice period. If you fail to give proper notice, we reserve the right to withhold a refund of your deposit.
- iv. Place deposits for Optional Extended Hours (funded 15 or 30 hours) will be retained and not refunded in the event you terminate a place before the final leave date for school. The final deposit refund will be returned by bank transfer or in the final invoice of the summer term. (see Pg.9 Appendix / Deposits)
- v. To cancel a funded place, completely, after headcount date requires a commencement date from the following term, with a minimum half a term notice
- vi. In the event that you cancel your place before headcount, you will lose funding and will be required to pay full private fees for one full calendar month notice.
- vii. To change a funded pattern beyond headcount, we require a notice period that commences from the following term. To decrease funded hours please see clause 7. Reducing Sessions. Additional private hours are unaffected and can be added at any point in the term.

- viii. We do not transfer funding to another setting.

### 3. Suspension of Services

- i. The Services may be suspended, meaning the Child is temporarily not able to attend in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. In the event services are suspended individually for a child, either of us may terminate the agreement with immediate effect. Suspension from nursery does not incur fees under notice. We reserve the right to withhold refunding the place deposit, depending on the reason for suspension and the subsequent need to terminate a place

### 4. Our Obligations

- i. We will use all reasonable efforts to provide the Services to you, in accordance, in all material respects with these terms and any other documents referred to in 2.2 above.
- ii. We welcome staff and children from different backgrounds and ethnic groups. Human rights and freedoms will be respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities. We comply with social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010. We will accommodate the needs of those children and / or parents who have disabilities; we will make reasonable adjustments in relation to the impact on their safety and wellbeing.
- iii. If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you withdraw the Child without being charged fees in lieu of notice.

### 5. Your obligations

- i. You shall co-operate with us:
- ii. Provide to us such information as we may reasonably require about the Child:
- iii. Any known medical condition, health problem, allergy, or clinically diagnosed dietary requirement
- iv. Any prescribed medication
- v. Any family circumstances or court orders affecting the Child
- vi. Any concerns about the Child's safety
- vii. Your contact details, and those of your authorised persons who may collect the Child.
- viii. You must (a) ensure that these details are accurate and (b) keep these details up to date by promptly informing us in writing whenever they change.
- ix. If the performance of our obligations under the agreement is prevented or delayed by anything you do, or fail to do, we shall not be liable.
- x. You shall not employ (or attempt to employ) any member of our staff without our consent, until six months after terminating this agreement.
- xi. You shall not employ or use the services of staff between our opening hours Monday to Friday 7.30am – 6.30pm including before their shift begins and after their shift ends.
- xii. Outside of operating hours you may employ staff services for babysitting duties, provided this does not compromise their fitness / ability to attend the workplace when required to do so.
- xiii. You must declare to us your intention to employ any part time member of staff on days they do not work for us

### 6. Payment, Charges and Late Payment

- i. You shall pay the fees and any charges invoiced, and in accordance with clause 19 & 20, including any increase in fees notified at the start of the financial year (April) and at 6 month review stage, when necessary, a minimum 6 weeks-notice for changes will be given
- ii. Where the Child is unable to attend for any reason but our service remains available full charges will be due.
- iii. We will charge for 8 bank holidays and 3 staff training days. £15.00 per 20 minutes or part thereof that you are late in collecting. VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- iv. The fees and charges are based on hours of attendance per Child, per day and are fully inclusive.
- v. Extra hours must be requested in writing these will be charged at the published rate and will be raised in the next invoice.
- vi. Fees must be paid monthly in advance, by the last working day of the preceding month (i.e. fees for July should clear our account on the last working day of June) All payments must normally be made by bank transfer, including childcare vouchers or the government tax free childcare system.

- vii. We accept payment by cash or major credit/debit card. No payment shall be deemed to have been made until it is cleared our bank account.
- viii. We may increase fees every 6 months. We will give you written notice of any such increase at least two months before the proposed date of increase.
- ix. If a payment for fees fails to materialise within 5 working days after the due date, we will charge a on-off administration fee that represents 10% of the outstanding balance. Without restricting any other approach to remedy that we may have, if your account remains unpaid after 10 working days beyond the original due date, we will unless otherwise notified to you in writing, interest shall accrue daily (0.33%) backdated to the due date until the date payment of the overdue amount is received. You must pay us the charges and interest together with the overdue amount. In addition, we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including our costs and disbursements on an indemnity basis. In the event fees or charges remain unpaid for 31 days or more, they will be deducted from any deposit held on account and we will suspend all services until payment has been made in full. We will terminate your child's place / end this agreement permanently after two consecutive months of non-payment. If you owe us any money, and make a claim against us, we may offset what you owe us against what you are claiming from us.

## 7. Reducing Sessions

For Private bookings you are required to give us one full calendar month's written notice of a reduction in the number of sessions and/or hours you require once the Child has started with us. (Refer to 3.1)

- i. For funded places, the notice period is one full half term for changes effective the following term or a terms notice for changes prior to Headcount date. Prior to headcount, any changes may incur an administration fee of £25 if the funding pattern changes the amount to be charged.
- ii. You need to be aware that any pattern reduction may not be accepted and your place may be lost

## 8. Prior to starting

- i. The notice to cancel prior to starting is 6 calendar months or 26 weeks, ALL private booking place deposits will be refunded if full notice is given in writing.
- ii. Cancellations from private bookings received with less than the required notice, will mean the place deposit is retained by us and not eligible for refund in accordance with 3.1
- iii. A non-refundable Enrolment Fee of £30 is required for all bookings, including term time only.

## 9. Welfare of the Child

- i. We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and more often to a much higher standard.
- ii. We will respect the Child's rights and freedoms which must be balanced with the lawful needs and rules of the nursery and rights and freedoms of others.
- iii. Your consent to physical contact as may be lawful in accord with good practice, appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare is assumed to have been given.
  - a. Nappies are provided by the nursery.
  - b. We provide all formula milk for bottle feeding babies.
  - c. Labelled mother's breast milk will be stored in the fridge, and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- iv. We will manage behaviour of a child in positively without sanctions as detailed in **Promoting Positive Behaviour Policy**.
- v. The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

## 10. Health and medical matters

- i. If the Child becomes ill during a nursery session the senior team leader will contact you or the emergency contact indicated on the registration form. (You must inform us immediately of any changes to these contact details). If your child requires urgent medical attention while in our care, we will contact you to notify you immediately. In the event we are unable to contact you, we will act in 'loco parentis' i.e. we shall be authorised to make the decision on your behalf should consent be required for urgent medical treatment recommended by a doctor unless you withdraw consent on the Registration form.

- ii. If the Child is suffering from an illness, with symptoms, he/she should not be brought to the nursery until such time as the symptoms are no longer present. Please refer to the illness/communicable disease list supplied in our Policies on minimum periods of exclusion from the nursery.
- iii. You must notify us if the Child is absent due to illness or any other reason. Absences will be monitored.
- iv. If the Child has been sent home from nursery unwell, he/she will not be allowed to return for at least 24 hours. If the Child has been sent home with vomiting or diarrhoea, he/she will not be allowed to return to the nursery for minimum 48 hours. If the child is prescribed antibiotics, he/she will not be allowed to return for 24-36 hours
- v. In the event of an epidemic or pandemic, local authority or government guidance must be followed in accordance with setting operating procedures published to all parents in such an event.
- vi. For administering medication to the Child, please refer to our **Medication Policy**.
- vii. Please also see clause 6.1.2 on matters we need to be informed about.

## 11. Food/dietary requirements

- i. We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies clinically diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods. You are required to email [anna.davies@saplingsnursery.co.uk](mailto:anna.davies@saplingsnursery.co.uk) and provide us with the details of your child's formal dietary plan from either the consultant or dietician.
- ii. Menus will be displayed for inspection, and available in Saplings Community server on Discord and parents and children are encouraged to contribute their review. We do not accept food or drinks from home, including the option for packed lunches. If you wish to bring in a cake for a birthday celebration, this must be shop bought only, not homemade and MUST NOT CONTAIN NUTS. Any sweets brought in to be shared, will be given to parents on collection of the child

**All visitors, parents, staff and children are not permitted to consume nuts prior to attending the nursery at any time on the day of attendance. Please check ingredients of foods consumed before and enroute to the setting. We are a strict nut-free zone.**

## 12. Reporting of neglect or abuse

- i. We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

## 13. Limitation of liability

- i. This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the agreement (including any breach of it, any statement we make to you about it, our termination of it).
- ii. All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the agreement.
- iii. Nothing in these terms in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- iv. We shall not be liable for any loss or damage to any toys, equipment or bags, clothing or any other personal belongings you may bring to nursery.
- v. We shall not be liable for any loss of any profits, or consequential loss; or any other indirect loss; and subject always to clause 15.3, our total liability (in agreement, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services during the agreement.

## 14. Data protection

- i. Linda Davies is the registered Data Controller
- ii. We reserve the right to submit details of your name, address and payment record to a credit reference agency.
- iii. We may use photographs and/or videos taken of your Child during observation and assessment for staff training purposes. If you do not wish the Child to be included in such photographs or videos, you will inform us by completing the relevant Permission Consent in the Registration Form, or at any subsequent date by emailing Cheryl Rae, Nursery Administrator [admin@saplingsnursery.co.uk](mailto:admin@saplingsnursery.co.uk)
- iv. Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, available on most of our website pages.

- v. Personal data will be processed by and on behalf of Us in connection with the Service only. Payment card details taken over the phone are never recorded, spoken or written down.
- vi. Once CCTV is re-installed, surveillance will be 24 hours a day, 365 days a year. Images recorded will be stored on our Network Video Recorder (NVR) and overwritten in a cyclical manner every 4 weeks. Our Code of Conduct under Data Protection for the use and management of CCTV surveillance will be available to all users, employees, visitors.

## 15. Security

- i. Under non-pandemic conditions, parents with children attending are welcome to visit the nursery at any time without notice. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf. Providing your password to a non-authorised person will not enable that person to collect on your behalf. We will contact you in this event for Authorisation, which will require a two-step process.
  - a. Step 1: Provide the full name, address or telephone number of the person collecting.
  - b. Step 2: Person collecting will be asked to confirm the matching details provided.

## 16. Complaints and concerns

- i. Please address any complaint or concern to Linda Davies, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to Cheryl Rae (Nursery Administrator). Please also refer to our **complaints and compliments policy** which shall apply to any complaints received.

## 17. Termination for breach of agreement, or bankruptcy/insolvency

- i. Without restricting any other legal rights which the parties may have, either party may terminate the agreement without liability to the other immediately on giving written notice to the other if:
  - a. The other party fails to pay any amount due under the agreement on the due date for payment and remains in default for 28 days or more; or
  - b. The other party commits a material breach of any of the terms of the agreement and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
  - c. The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.
- ii. On termination of the Agreement for any reason:
- iii. You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and
- iv. Any clause in these terms which implicitly is intended to survive termination shall continue in force.

## 18. Events beyond our control

- i. If a Critical Incident event occurs, beyond our reasonable control (e.g. a fire, flood, outbreak, strike, civil action, act of terrorism, war etc.) **for which we have business interruption insurance**, we may close the nursery and will keep you informed, in such an event. Other examples include, but not limited to, closures/restrictions in operating hours in severe weather conditions, breakdown of heating, water supply, electricity, sewerage failure, environmental calamity, government restrictions that impact staff availability, irrespective of business interruption insurance; or if the owner of the premises closes the premises and denies us access. (See page 10 **Addendum** for specific details in a pandemic)
- ii. If the nursery is forced to close, in part or in full, on a temporary basis for less than 5 days for reasons beyond our control, in our reasonable opinion necessary or in the interests of the children to do so, we may close the nursery **even if our business interruption insurance will not cover us for the closure. Fees will remain payable.**
- iii. If the nursery is forced to close, in part or in full, on a temporary basis for more than 5 days for reasons beyond our control, in our reasonable opinion necessary or in the interests of the children to do so, we may close the nursery even if our business interruption insurance will not cover us for the closure. We reserve the right to seek a voluntary contribution of 30% of the

regular fees to enable us to cover ongoing overheads and retain your child's place. You may provide us with a written request to cancel your place without notice in these circumstances only; a refund of the place deposit will also be refunded.

- iv. You will not be invited to return when our services resume.

## 19. Invalid clauses

- i. If any part of this Agreement is found by any authority to be invalid, against the law of the land, or unenforceable, that part shall be struck out, but the rest of the agreement shall apply.

## 20. Changes to these terms

- i. We may change these terms where such a change arises from changes in regulations or government legislation affecting us or you.
- ii. We may change other terms excluded from 22.1 above with 56 days' notice.
- iii. We will review the Agreement annually and any changes will be placed in writing and signed by each party.

## 21. No other terms

- i. Each party acknowledges that, in entering into the agreement to provide care & education to your child, neither party has not relied on anything said or written that is not written in the agreement. This applies unless fraud is established.

## 22. Assignment

- i. The agreement between us under the terms outlined, is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the agreement.

## 23. Rights of third parties

- i. A person who is not a party to the agreement and therefore not subject to these terms shall not have any rights under or in connection with it.

## 24. Governing law and jurisdiction

- i. It is accepted and acknowledged that from the date of this Agreement, during its term and for 3 months after it terminates you will not (directly or indirectly) employ or retain the self-employed or other services of any member of staff employed by Saplings Nursery without prior consent in writing. In the event you do so, you will be required to reimburse Saplings Nursery within 14 days of a request in writing, 30% of their annual gross salary then payable on the date of the termination of that member's employment with Saplings Nursery. No failure or delay on behalf of Saplings to exercise any right or remedy under this agreement shall be construed or operate as a waiver.

## Government Funded Education

You enter into a local authority contract with Saplings Nursery to deliver your Child government funded hours to support their education. This is a commitment you make for your Child at Saplings in exchange of 'free' funded hours on a daily basis. Please refer to the following documents: Funding Policy, Saplings Funding Agreement, Funded Admissions Policy and Provision of Food Policy (all available on the [website](#)) If you decide to move your child after Headcount date, you will be liable for full fees as we will only be able to claim up to the period of attendance.

**The funding contractual period commences when you sign the Parent Agreement Form (PAF) and Headcount date is reached.**

- i. If you wish to take up your universal or extended government entitlement, you are additionally required to complete and sign our Funding Agreement Part 1 and Declaration in Part 2, detailing how and when you will take up the sessions.
- ii. We do not share funding with any other setting (Refer to our Funding Policy for further information)
- iii. No additional charges will be made in respect of funded sessions during term time where extended hours have not been booked (see 9.6 below); do not require a 'reasonable voluntary charge' for meals or additional activities provided during any funded session / hours, under this agreement these services remain free – we are fully inclusive setting.
- iv. Optional Extended Hours are chargeable after 15 or 30 hours have been removed on the remaining balance of hours. Daily charges are published in our Pricelists and will vary according to the relevant term and the number of stretched hours per week. Information is provided to parents at our Funding Meetings for parents held 3 times a year and in an optional private zoom meeting for all new parents.
- v. If you need to change hours or days this must coincide with the funded arrangement period i.e. one full term. A single-term option is the best choice if changes are anticipated to avoid re-

calculations that may result in a balance of extended / private hours to pay, and changes are requested once the funded period has started.

- vi. Parents are strongly discouraged from altering sessions and hours within an active funded term unless essential. We will charge an administration fee of £25 per single recalculation of a funded offer as a result of reducing days or hours mid-term or cancelling your place.
- vii. If you add hours to your booking mid-way through a term, they will be charged using our published full price until the next funding period, when the additional session will be included in the quotation for the following funded period. There is no administration fee attached to increasing hours.
- viii. Parents should contact us via email [justforparents@saplingsnursery.co.uk](mailto:justforparents@saplingsnursery.co.uk) in advance of any required change in hours for advice.

## DEPOSITS FOR EXTENDED OPTIONAL HOURS

<b>15 HRS</b>	<b>Cumulative Deposit Held</b>			<b>Annual Charge</b>
<b>5 days</b>	£360	£270	£180	£90
<b>4 days</b>	£260	£195	£130	£65
<b>3 days</b>	£160	£120	£80	£40
<b>2 days</b>	£60	£45	£30	£15

<b>30 HRS</b>	<b>Cumulative Deposit Held</b>			<b>Annual Charge</b>
<b>5 days</b>	£220	£165	£110	£55
<b>4 days</b>	£120	£90	£60	£30
<b>3 days</b>	£60	£45	£30	£15
<b>2 days</b>	£45	£45	£30	£15

<b>Private</b>	<b>Single Deposit</b>
<b>5 days</b>	£400
<b>4 days</b>	£300
<b>3 days</b>	£200
<b>2 days</b>	£100

## NOTICE TO CANCEL

<b>TABLE 1</b>	
<b>Months</b>	<b>No. Weeks</b>
6	23-26 weeks
5	18-22 weeks
4	14-17 weeks
3	10-13 weeks
2	9 weeks

## Addendum – to be retained

(Arising from COVID19 Pandemic)

Between March-June 2020, Early Years settings were forced to close by the government, except for services to children of Critical Workers. During the closure period, we were permitted to retain funding for preschool age children and no parent was charged and a full refund was applied where payment was received in advance.

Also during this time we were permitted to claim furlough for eligible staff, which included an 80% percentage calculation where funding was granted. Some staff were not eligible for furlough.

The details below outline to you our position as a result of 3 publications from the Competitions & Marketing Authority who provided the legal framework for fairness between consumer and service provider.

You will note from our Terms para. 20 **Events beyond our Control** we outline to you in para. 20.3 that an **\*\*optional 30%** voluntary contribution will be requested to support our ongoing costs in certain circumstances. We have excluded any reference to government pandemics in these clauses.

Any service agreement that becomes 'frustrated' by guidance or law may be terminated by either of the parties e.g. announcements of infectious diseases (viral, bacterial, water-borne, parasitic or fungal), whether sporadic, endemic, epidemic or pandemic circumstance, or any other illness or catastrophe befalling us as man and woman that may be brought upon us in the future.

Parents may offer to contribute to ongoing costs or they may cancel their place without notice and be refunded any deposit held, including all advanced fee payments for services not accessed.

A terminated place is unlikely to be re-instated, depending on the financial impact for the organisation or the impact for changes to staffing that may affect the number of places available.

Below is the statement in the [Actions for Early Years settings](#) (6 January 2022) – I would urge you to read the linked documents to understand the Consumer Law determining our agreement with you during an unprecedented event.

### **Charging parents and carers if their child is unable to take up their place**

Providers should continue to be fair and balanced in dealings with parents or carers and must continue to avoid unfair charging practices.

Providers should refer to:

[CMA open letter to the early years sector](#) published by the Competitions and Markets Authority (CMA) on 28 July 2020

CMA's detailed advice on [nursery and early years sector: COVID-19 restrictions and consumer law](#)

CMA's broader [statement on coronavirus \(COVID-19\), consumer agreements, cancellation and refunds](#)

Each case needs to take account of individual agreements considered from the perspective of both parties and the application of the law and guidance to both providers as businesses and parents as consumers. The general principle is that providers should not charge parents or carers for services that cannot be provided. If there is a barrier to accessing childcare, based on government guidance or the law, the provider should not charge the parents or carers for this period.

**\*\*Parents need to be aware that 'voluntary contributions' were essential to our financial survival in 2020. Without their generous support, the nursery would not be operating today.**