

My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

The Not So Small Print

Whilst we try to keep our Parent Agreement / Terms and Conditions as brief as possible, as we are caring for small children, we are obligated to many rules, regulations and a good deal of legislation. We take our responsibilities very seriously and want to be very clear to our parents and carers about the framework within which we operate. These terms and conditions constitute your Parent Agreement with My Sunshine Day Nursery regarding the provision of early years care and education for your child at our nursery.

These terms and conditions tell you who we are, how we will provide services to you and how we may change and / or end the contract, what to do should there ever be a problem, as well as other important information.

Please take time to read this before signing this Parent Agreement.

Your acceptance of our terms and conditions is initiated at the booking and registration stage of your enrolment. The success of your child is dependent on the partnership between the nursery and our parents and carers.

- 1. Our Agreement with You:** This Parent Agreement and the terms and conditions below are reviewed regularly and are subject to change from time-to-time. You will be advised of any changes before they take effect.

Changes to our Parent Agreement, nursery services, our policies and our procedures may change to reflect relevant changes in UK laws or Ofsted regulatory requirements. Our current policies and procedures can be requested by email or directly from our nursery managers.

- 2. Who we are:** We are Trilium Limited trading as My Sunshine Day Nursery & Pre-School – a company registered in England & Wales with registration number 10375142 and with our registered office at Global House, 1 Ashley Avenue, Epsom, KT18 5AD. The Shareholders and Directors are Penny, Mike and Harriet Ballardie. In this document 'we' is a reference to Trilium Limited and "nursery" is a reference to our nursery settings.

- 3. OFSTED:** We are registered with Ofsted (EY558024 Mortlake) and (EY2636679 Barnes), as a day care Nursery and operate within Ofsted's regulations, guidelines and rules. Ofsted inspectors visit our nurseries on a regular basis to ensure that the appropriate standards of care and education are being provided. You can review our latest Ofsted reports on our website at www.mysunshine-daynursery/ofsted

- 4. Contact Us:** You can contact us as follows:

Mortlake:

Tel: 0203 583 7978

Email: mortlake@mysunshine-daynursery.com

Address: 35 Lower Richmond Road, Mortlake, London SW14 7EZ

Barnes:

Tel: 0203 875 6770

Email: Barnes@mysunshine-daynursery.com

Address: 99 White Hart Lane, Barnes, London SW13 0JL.

Family App

You can also message the nursery at any time via our FAMILY® app.

- 5. Opening Hours:** Our nurseries are open for 51 weeks of the year except for UK bank holidays, between Christmas Eve & New Year's Day and on any occasional inset days. The nursery sessions run from Monday to Friday and from 8am – 6pm. Care between 7.30am and 8am and 6pm and 6.30pm is by arrangement only and subject to additional charges.
- 6. Parent App - Family®:** We use a parent app called Family®, to enhance parent partnerships by providing real-time updates on a child's day at nursery. This promotes transparency and helps parents stay informed about their child's activities and development.

The app is also the main communication tool between parents and staff, fostering a collaborative approach to childcare. This results in a positive impact on the child's overall experience and wellbeing.



My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

See attached parent link for more information.

<https://www.youtube.com/watch?v=OSCruXGL6E>

7. Photographs: Throughout the nursery day photographs are taken of the children and posted to their respective parent's Family account. From time-to-time, we may have additional photographs of your children taken for use in marketing and /or promotional activities. If you do not wish your child to be included in such photographs, please advise the nursery manager in writing.

8. Long Term Commitment: We are making a long-term commitment to provide you with childcare when you book your child into our nursery and, similarly, we also require your commitment to us.

As such we require one (1) months' written notice - which is required by either party, for any change of sessions or termination of their childcare agreement – whether this is for a funded or an unfunded place. It is your responsibility to ensure that this written notice has been received and acknowledged by the nursery office. No exception will be made. If parents choose to leave prior to the end of their notice period, fees are non-refundable.

Increasing attendance for your child is always subject to nursery availability and, similarly, we require a minimum of a 1 month written notice for any requests for changes to sessions or days.

9. Registration: To register your child, please complete the registration form and sign this Parent Agreement and return both to the nursery. The nursery will contact you to confirm whether a place is available for your child. Once availability is confirmed for your desired days / sessions a £100 Registration Fee is required to secure your child's place at nursery.

10. Registration Fee. The registration fee of £100 covers administration and your child's settling-in sessions and is non-refundable.

11. Acceptance Deadline: Once your child is offered a place at nursery you will have 5 working days to accept the place before it is offered to other children on our waiting list.

12. Settling-In Sessions: These are provided to every child as part of your £100 registration fee. The number, length and format of these sessions will be agreed between parents and the nursery in advance of your child's start date.

13. Siblings: Whilst we try to prioritise sibling places, we cannot guarantee these. If you are expecting another child, please let us know as early as possible to avoid disappointment.

Plans may differ: If we are able to offer a sibling place, we cannot guarantee matching days to the elder sibling's plan. We will, however, try our best to accommodate requests where there is availability.

14. Sibling Discount: There is a 10% discount available if you have two or more siblings in nursery at the same time and, who each attend for at least 2 days per week. The discount is applied, to the nursery fees of the oldest child. All discounts are applied to core childcare provision only and do not apply to extra sessions or other services. There is no sibling discount offered for any funded-only places.

15. Fees and Invoices: Nursery Fees are dependent on your child's booking pattern and age and are detailed on our current Fee Sheet.

The nursery does not refund any fees for nursery closures related to public holidays or other designated nursery closure days. Nursery fees take into account all such days.

Fees are subject to an annual review each September.

Childcare fees are invoiced monthly and are charged at the prevailing fee schedule rates.

Childcare invoices will be issued in the week preceding the start of the childcare month and will be due for payment on the 1st of the



My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

childcare month.

Additional sessions will be invoiced at the end of each month and will be due for payment immediately.

- 16. Extra hours:** Additional hours are billed at the session rate or hourly rate.

All booked session fees must be paid for regardless of child's attendance. Monthly fees include all sick days and holidays taken, as these are treated as paid days. Fees are due on the first day that your child attends the Nursery for their settling-in sessions and all subsequent monthly fees are payable on the first day of each childcare month.

- 17. Attendance:** Parents wanting only 1 day of childcare per week are restricted to attendance being on either a Monday or Friday only.

- 18. Payment:** Accounts can be paid by BACS or by any acceptable form of Tax-Free Childcare or Nursery Voucher.

We do not accept cash, credit or debit card payments.

- 19.** Bank account details are as follows:

Company Name: Trilium Limited

Trading Name: My Sunshine Day Nursery

Mortlake Bank Sort Code: 20-46-76

Mortlake Account: 73046923

Barnes Bank Sort Code: 60-83-01

Barnes Bank Account: 20431659

NOTE: Please use your child's name or your invoice number as the payment reference.

- 20. Non-Refund of Fees:** We will not refund any fees if your child is absent due to illness, holiday or as required under the nursery's policies and procedures. Additionally, we will not refund any fees or be in breach of this Parent Agreement or otherwise liable to you by reason of any delay in

performance or non-performance of our obligations to you due to any event outside our reasonable control. Such events include, without limitation, 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, epidemics, inclement weather (such as snow or flood), unforeseeable repairs or any failure of public or utility services (such as public highway or transport delays).

- 21. Discretionary Discounts:** In the event the nursery applies any discretionary discount to nursery fees, this discount will be solely as a gesture of goodwill and will not constitute any variation of this Parent Agreement.
- 22. Swapping of Days / Sessions:** We do not allow swapping of attendance days unless it is permanent and there is availability. However, we will always try and accommodate swapping of days in special circumstances.
- 23. Late Fee Payment:** Unless there is a prior arrangement, a discretionary charge of £40 may be made for fees outstanding after 15th of the month. Any parent or carer whose fees remain unpaid, without prior agreement of the Nursery Manager, risk their child's place at the nursery being withdrawn.
- 24. Cancelled Payments:** Any payments that are cancelled or returned from the bank will incur a £25 administration charge.
- 25. Default Payments:** In case of default on payment of fees, the nursery reserves the right to apply a £30 per day surcharge / administration fee. Unpaid fees may result in immediate suspension or cancellation of care. Trilium Limited reserve the right to add additional interest - to be charged at 5% above the bank's prevailing base rate on a daily basis.
- 26. Third Party Providers:** The nursery is not responsible for collection of fees from any third parties except in the case of the statutory nursery education funding allowance.
- 27. Additional Hours or Sessions:** Extra hours or sessions are charged at the sessional or hourly



My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

rate as shown in our prevailing fee sheet. Full-time or part-time fees are based on booked days / sessions and not on attendance – parents are responsible for the full fees whether the child attends Nursery or not (including sick days and / or holidays booked).

28. Annual Fee Increase: Nursery fees will increase annually on 1 September. The nursery will endeavour to give parents and carers a minimum of two months’ notice of any planned increase in fees.

29. Funding / Working Entitlement: Certain families may be eligible for funded childcare support for their child from the age of 9 months onwards. For more information, please ask the Nursery Manager and visit www.childcarechoices.gov.uk/ .

30. Working Entitlement: The working entitlement allows a child to access **30 hours funded childcare per week over 38 weeks** .

NOTE: Our policy is to offer these funded hours stretched over the 51-week Nursery year resulting in an equivalent 22.40 hours per week being provided all year round.

For eligible parents, funding is available for Babies from 9 months or children up to 4 years.

To access the funded hours at My Sunshine Day Nursery, the requirements are: Proof of your child’s date of birth; Your eligibility code from HMRC which is valid for the period that you wish to claim your funded hours; The completion of a parent authorisation form and our funding form, to confirm the agreement for My Sunshine Day Nursery to access the funding for your child’s place.

A minimum of three full days attendance is required to access Working Entitlement.

To find out if you are eligible and to apply for the eligibility code visit <https://www.childcarechoices.gov.uk/>

Please apply for the eligibility code within the recommended times set out below and provide the code to the nursery by the following deadlines.

Child's birthday	Recommended time to apply for eligibility	Deadline to give eligibility code to childcare provider	Working entitlement access begins (start of funding term)
1 January - 31 March	15 January - 28 February	1 March	1 April (Summer term)
1 April - 31 August	15 June - 31 July	1 August	1 September (Autumn term)
1 September- 31 December	15 October - 30 November	1 December	1 January (Spring term)

You must renew the eligibility code, every 3 months or as directed by HMRC to remain eligible. Otherwise, you will no longer be able to access the working entitlement hours.

31. Universal Entitlement: 3 & 4 Year Old's: All families are entitled to a government funded universal nursery education grant that commences the term following your child's 3rd Birthday. This entitles you to up to 15 hours of funded child care per week for 38 weeks of the year.

NOTE: Our policy is to offer these funded hours stretched over the 51-week Nursery year resulting in an equivalent 11.20 hours per week being provided all year round.

A minimum of two full days attendance is required to access Universal Entitlement.

Note: For information about our fees please consult our current Fee Sheet.

For more information parents can visit www.childcarechoices.gov.uk

32. Funded Only Places: At My Sunshine Day Nursery, we offer **funded-only places based on 51 week attendance only**, subject to our Admissions Policy

- a. Working Entitlement (9 month to 4 years / 30 Hours over 51 weeks is equivalent to 22.40 hours per week).
- b. 15 hour 3 & 4 year old Funding Entitlement (15 Hours over 51 weeks is equivalent to 11.20 hours per week).



My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

For more information parents can visit www.childcarechoices.gov.uk.

The Funded Only places can **ONLY be accessed at times identified on our funded only information sheet. Currently that is as follows:**

- **11.20 hours per week over 51 weeks:**
Monday or a Friday 8.00am-4.30pm and a Tuesday from 9.00am-11.45am
- **22.40 hours per week over 51 weeks:**
Monday and Friday from 8.00am-5.30pm and a Tuesday from 8.00am and 11.30am.

The nursery admissions criteria for **Funded Only** places is based on receipt of an appropriate **Eligibility Code** from Achieving For Children and then with further **priority being given to disadvantaged / vulnerable children as determined by FRAS as detailed in our Admissions Policy.**

- 33. Eligibility Codes:** Parents who obtain an eligibility code from Richmond Achieving For Children will be able to access the 30 hours funding the term after they were issued the code.

Parents should provide their eligibility code, along with their National Insurance number and child's date of birth as part of the registration process or as soon as possible after receipt from the local early years office, as parents will not be able to take up a place until the code has been verified.

As a provider, we will continue to claim the funding during Bank Holidays, Child absence and exceptional circumstances e.g. if the nursery was closed due to severe bad weather.

- 34. Company / Other Funding Support:** Any private funding provided by your company or any other entity will not be deducted from the invoice; it is up to you to account for this. Any fees not covered by a government or local authority subsidy are the parents' responsibility and are payable on the first of each month in advance. All subsidised payments must also be paid by

the first of each month in advance.

- 35. Settling-In Sessions:** Settling-in sessions are advised for all children joining our nursery and are provided as part of your registration fee. The times and number of settling-in sessions is to be agreed with the Manager as and when your place in the nursery is confirmed.
- 36. Picking Up Your Child:** Staff should be advised, in writing, of any person - other than the authorised parent/guardian – who is picking up your child.

We operate on a password system in order to ensure that staff members are releasing the child to the authorized person. Parents are advised to change passwords when allowing different people to collect their child.

Where written notice is not possible, a telephone conversation with the parent/guardian is necessary, otherwise we will be unable to allow your child to leave the premises until direct contact has been made with the parent or legal guardian.

- 37. Late Collection:** All parents will be charged on late collection of their child in accordance with the requirements set by Ofsted (Standard 2) of two staff members being required to be on duty at all times.

Charges will be added to your monthly invoice. Fines are needed as we are required to provide 2 staff members at all times. Late collection charges are £10 for the first 15 minutes after 6pm and £5 for each 5 minutes following. If contact has not been possible with any of the authorised contacts and the child remains at nursery after 7pm then we will proceed to contact social services or other government bodies as the nursery deems appropriate.

- 38. Termination of Childcare:** The nursery reserves the right to terminate the Childcare Agreement with immediate effect in case of non-payment of fees, or if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour, or for any other reasonable cause.



My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

Intimidation or abuse of our staff will not be tolerated and may result in immediate termination.

- 39. Insurance:** The nursery has extensive insurance cover for nursery-based activities and outings. Details of the insurance may be requested from the nursery manager. The Insurance Certificate is displayed in the reception area of the nursery.
- 40. Personal Property and Belongings:** The nursery cannot be held responsible for any loss or damage to any parent's, carers or child's property or belongings. This includes buggies, prams, scooters, bikes and any contents thereof. Every reasonable effort will be made by the nursery staff to ensure that property or belongings of any parent, carer or child is not damaged. All items are left entirely at the risk of the owners.
- 41. NOTE:** Please ensure your child's clothing is clearly labelled and we suggest that all toys, books and equipment are left at home.
- 42. Liability:** The nursery accepts no liability for any losses suffered by parents arising directly or indirectly, as a result of the nursery being temporarily closed or the non-admittance of your child to the nursery for any reason. We accept no responsibility for children whilst in their parent's care on nursery premises. We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child's or parent's property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.
- 43. Accidents & Illness:** The nursery reserves the right to administer first aid and any emergency treatment as required. Parents will be informed of all accidents and will be asked to sign an Accident Record Form. If emergency treatment at hospital is required, the nursery will make all reasonable attempts to contact the parents but if this is not possible, we are authorised to act on behalf of the parents and authorise any necessary emergency treatment.

44. Nut / Other Allergies: As the numbers of children with nut or other allergies is increasing, with your support, as parents, we aim to keep our nurseries 'nut free'. Parents are therefore requested not to send any food or empty food packing into nursery. Parents are further requested not to use any creams, sun creams, or oils on their child that may contain nut oil, as this may have serious consequences for another child or member of staff.

45. Child Withdrawal: We may require parents to withdraw their child from nursery in the event that they require special medical care or attention, or if it is considered that the child is not well enough to attend nursery. We may also ask parents to withdraw their child from the nursery if we have reasonable cause to believe that the child is suffering from or has suffered from any communicable disease or infection and there remains a danger that other children may contract such a disease or infection.

Please refer to our Sickness / Illness Exclusion Table regarding exclusion and incubation periods by which we are bound.

Parents must inform the nursery if the child is suffering from any illness, sickness or allergies before attending the nursery. The nursery is mindful of the needs of working parents and will endeavour to provide as much continuity of service as possible within the recommendations of the Health Protection Agency, by which the nursery is bound.

46. Non-Solicitation of Nursery Staff

We invest considerable time and resources in the training of our staff. The provisions in this clause are to protect us from 'poaching' of our staff.

The parent / guardian of the child, hereby agrees that during the term of this agreement and for a period of six months after the termination of this agreement that he/she will not seek to employ, entice away or attempt to entice away employees of our nursery. If the parent or guardian breaches this clause then he/she shall indemnify the nursery of all and



My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

any costs, claims, damages and expenses incurred by the nursery as a result of the breach to include costs of replacing the said member of staff to include but, not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the nursery in replacing the member of staff together with all legal fees and disbursements.

- 47. Nursery Closure:** In exceptional circumstances, we may have to close a nursery because of events outside our control (for example transport strikes, severe adverse weather, personal health, acts of terrorism, pandemics etc.). If this does happen then we will contact you as soon as possible to let you know by email and / or via the Family app.
- 48. Communicable Diseases:** If your child is required to self-isolate because they have symptoms or a confirmed case of a communicable disease, you must not bring your child to the nursery. During your child's absence we will continue to incur the cost of maintaining the nursery and we will not be able to fill your child's place, our normal sickness terms (see point 47 above) will apply and all fees due will remain payable.
- 49. Enforced Nursery Closure:** Should the whole nursery have to close due to an outbreak of Covid 19 or any other communicable disease due to Government guidelines for any reason, we will for the period of the closure, reduce our fees by 60%.
- 50. Parent Consent - Physical Contact:** Subject to any government guidelines or regulations (such as Covid 19 or any other communicable disease restrictions) you hereby consent to such physical contact with your child as may accord with good practice; or as may be appropriate and proper for care, teaching and instruction; or for providing comfort to the child in distress; or to maintain safety and good order; or in connection with the child's health and welfare. You also consent to your child participating in contact and non-contact games, sports and

other activities as part of the normal nursery programme. You acknowledge that while we will provide appropriate supervision the risk of injury cannot be eliminated.

- 51. Disclosures:** You must, as soon as possible, disclose to us in confidence any known medical condition, health problem or allergy affecting your child; any history of a learning difficulty on the part of the child or any member of his / her immediate family; any disability, special educational need, or any emotional, behavioural and / or social difficulty on the part of the child; any family circumstances or court order which might affect the child's welfare or happiness; any concerns about the child's safety; or if it is intended that the child is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 52. Precautions:** We need to be aware of any matters that are relevant to your child's safety and security. We must therefore be notified in writing immediately of any court orders or situations of risk in relation to the child for whom any special safety precautions may be needed. The parents may be excluded from nursery premises if we, acting in a proper manner, consider such exclusion to be in the best interests of the child or any other child or staff member.
- 53. Data Privacy Protection**
By agreeing to be bound by these terms and conditions you consent as far as is required under data protection law to the processing by us of personal information including financial information relating to you and sensitive personal information relating to you and/or the child as is deemed necessary for the legitimate purposes of nursery. Please see our data protection policy displayed at the entrance to each nursery.
- 54. General:** The above Parent Agreement and terms and conditions contained therein, are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable, then the clause or sub-clause



My Sunshine Day Nursery & Pre-School Parent Agreement - Terms & Conditions

shall be removed but the agreement shall remain in full force and effect.

55. No Third-Party Rights: Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

56. Parent Agreement: These terms and conditions, when read in conjunction with our Admissions Policy, represent the entire agreement and understanding between parents (including other carers) and the nursery. Any other understandings, agreements, warranties, conditions, terms and representations, whether verbal or written, expressed or implied are excluded to the fullest extent permitted by law.

We reserve the right to update / amend this Parent Agreement and any of these terms and conditions at any time and with a minimum of one month's notice.

57. Law: This agreement is governed by the laws of England and Wales.

I have read and understand this Parent Agreement and the terms and conditions and agree to be bound by them.

Signed (parent)

.....

Print name:

.....

Date:

.....

SIGNATURE:

