# Magnolia Tree Day Nursery

## Key Information and Terms

Opening Hours
Our nursery opening hours are 7am - 7pm We're open 51 weeks per year, for all-year round attendance. We are closed on bank holidays and inset days. Please refer to our <u>closure dates webpage</u> for information on our inset day dates.
We also offer Term Time attendance for those attending 5-full days a week. The nursery closes for five working days over Christmas and no fees are charged for the period.

Sessions
Our regular session times and fees are available on our website - <u>Sussex Day Nurseries</u>

<ul> <li>those attending 5 full days a week.</li> <li>Ad Hoc Sessions are bookable</li> </ul>
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Registration for regular session
Subject to availability we accept registrations all year round.
Start dates commence on the 1st of each month only.
You should reserve your place as early as possible to avoid disappointment. If we do not have a place for you,

you can be added to our waiting list.
Waiting list registration: £30
To reserve an available place, complete a registration form and pay the registration fee and deposit (for fully funded places the registration fee is not applicable).
Registration Fee: £35 per child Deposit: £200 per child (payable upon confirmation of a place, usually shortly after completion of the registration form)
The registration fee and the deposit are non-refundable should you choose not to take up the place at a later date. For private (non-funded) bookings, with 6 weeks' notice, your start date can be delayed once, up to a total of one month free of charge or up to two months for a 20% fee based on your monthly cost.
The deposit for privately funded sessions is retained and is refunded back to you on your final invoice.
The deposit for stand alone EYFE sessions is refunded to you within 40 days of your starting your sessions.
If you have a mixture of private and EYFE sessions, your deposit is retained and refunded to you on your final invoice, providing fees are up to date and our terms are followed.

Preparing to start nursery
One month before you are due to start at the nursery, your account on our nursery app, Tapestry, will be activated. You will then receive a link to login to your account. It will be sent to you by email; you can simply download the app and log in.
Please read any notes we add there for you. You will receive a link to our nursery brochure which contains important information.
Have a look around the Tapestry App and complete any details there. Please send us a photo of yourself, your partner and your baby/child (we love to watch them grow before they start too). We will upload them to your profile.

	Next, the nursery Deputy or Manager will confirm your settle sessions with you. We offer a schedule of settling in sessions for children joining the nursery. Settling in sessions for fully funded and stand alone places will take place during your first two weeks of funded sessions. If you are purchasing additional private sessions, the settling in sessions take place before your start date.
	One month before your start date we will let you know your child's key person and we will arrange a virtual meeting on Zoom, so that you and them can chat before your first settle without the interruptions of an excited child. During the virtual meeting, you can ask any questions you need and your key person will confirm any further they need to make sure your little one settles too.
	Fee Conditions
$(\mathbf{f})$	We charge a set monthly fee which covers 51 weeks care each year.
	We operate a variable invoice structure, where you will

We operate a variable invoice structure, where you will pay for the contracted sessions falling within that month, rather than a fixed monthly fee. This means that your invoice will be lower when there are fewer working days in a month, and will be higher when there are more.

You are not invoiced for bank holidays or periods of planned closure over Christmas.

Additional bank holidays (such as the queen's funeral) are charged in full.

Fees should be paid monthly in advance via bank transfer or through vouchers, using the Tax-Free Childcare System or Enjoy Benefits.

Invoices for regular booked sessions are sent on the 15th of the previous month for payment before the 27th of the same month.

Ad hoc sessions must be paid for in advance. They can be booked by emailing your nursery manager. Upon booking, an invoice will be issued which must be paid

immediately. Once requested ad hoc sessions can not be cancelled.
Fee increases are calculated annually and are based on the previous fiscal year's running costs. Our fees will increase automatically by 3.25% each year in January, if our increase needs to be greater than this due to increased running costs, you will be notified before 1st November of the previous year.
From time to time fees may vary at other times in the year due to unforeseen costs, two months' notice will be given of any changes.



### **Tax-Free Childcare and Vouchers**

We welcome a wide range of childcare vouchers and tax-free childcare. It is your responsibility to ensure that the voucher and TFC payment is made in advance to ensure clearing before the 27<sup>th</sup> of the month. Childcare vouchers may take up to 5 working days to clear. We, therefore, recommend that vouchers are transferred on the 20<sup>th</sup> day of the month to prevent overdue payment fees. Depending on your pay date and on your voucher company this may mean that you need to get a month ahead in your voucher fees and TFC reach us on time. If vouchers or TFC are not reached on time, late fees will apply, and no prompt payment benefits can be given.



#### Discounts

#### Sibling discounts

We offer a sibling discount of 8% which is applied to the oldest child only and a Twin discount of 8% which is applied to both children.

Late payment penalties
Late payments will immediately, without exception, receive extra charges.

An immediate fee of £25 will be incurred. Plus £2 per day or 1% of the overdue amount, whichever is greater. You will receive a late payment reminder 48 hours before the late payment charges are applied. If you believe there is an error because you have made the payment, please email your nursery manager directly. You will still be charged a late payment fee if there is no invoice error.
After 4 weeks, if fees remain unpaid, the child will be refused entry to the setting until the payment is brought up to date. In some circumstances, particularly if no contact is made, it may be necessary to refer the debt to our debt collection agency which will incur an additional fee of £150.

Making changes to your booked sessions
Missed sessions, either pre-planned or unexpected, can not be swapped.
Subject to availability, we are happy for you to change your booked sessions on a permanent basis. Any permanent direct swap or increase does not require notice, if there is a place available, changes must start from the 1st of the month, and not mid-month. There will be a one-off administration fee of £35 when changing your sessions.
Any decrease in fee or decrease in the number of days will require 2 full months' notice from the 1st of the following month.
Changes can be requested through our change to session form, available on the <u>parent portal website</u>
We may change the attendance pattern of any <u>stand-alone EYFE</u> sessions with four weeks written notice.

$\frown$	Covid19 & Unforeseen Closures
	In the event that the whole nursery must close due to Covid19 or any other unforeseen circumstance for longer than one full day, and if we are unable to offer you a place at one of our other nurseries, you will be charged 1 week at full fees and 1 week at 50%. There is no fee from the third consecutive week until the nursery reopens. Your full fee is required if we are able to offer you a space at our other nursery. During the closure, your place is reserved, and your contract remains in place. Attendance and payment commences immediately upon opening unless the required notice has been served by you in writing by email.
	Full payment will be required for any missed sessions due to a child or family being required to isolate.
	There is no refund or credit if you turn down a place offered to you at one of our sister nurseries.
	Useful links
	Sussex Day Nurseries website sussexdaynurseries.co.uk/register-now/houseonthedials
	Parent Portal www.sussexdaynurseries.co.uk/houseonthedials-parent- portal
	House on the Dials website www.houseonthedialsdaynursery.co.uk
	Childcare Choices www.childcarechoices.gov.uk/

### **General Terms**

- 1. If you use your funding term time only, on our old 38-week pattern, there are up to four weeks each year where no funding is applied as the funding allowance will only cover 38 weeks term time, however, you will attend up to 42 weeks a year. Please refer to the website for term dates which include details of the weeks where no funding is available.
- 2. If you attend term time only, our term dates allow you to attend for 42 weeks a year. Our term dates may not match those of Brighton and Hove as they are designed to also suit parents who may work in other counties or in

private schools. Our term dates are final; you may book additional sessions if the dates do not match your schedule; however, we can not offer swapped weeks.

- 3. Term time-only attendance is charged over 11 months Sept to July. There are no pro-rata calculations.
- 4. If parents wish to opt out of the enrichment fee, they may do so before the start of a new term. Terms, for this purpose, start on 1st Jan, 1st September and 1st April. To opt-out from 1st Jan, please notify us before 15th November, to opt-out from 1st September please notify us before 15th July, to opt out from 1 April please notify us before 15th February. Parents should notify us by completing a new funding form. Please note that if you also wish to change your sessions, the notice periods for sessions may differ and are noted in the terms and conditions.
- 5. The Nursery shall not be in breach of this contract should they be unable to provide service due to circumstances out of their control such as staff absence, adverse weather, natural disaster, outbreak of disease, damage to the building or utility provision or any other circumstance that affects the normal running of the nursery.
- 6. We close for two inset training and development days each year. These are not refunded or replaced because all of our normal running costs still apply, and the training of our team is essential for your child's care and education.
- 7. The contract shall last until it is terminated by either you or us giving to the other, in writing, two full months' notice of withdrawal of a privately-funded session or one full month for sessions including Early Years Free Entitlement (EYFE). If notice is given part way through a month, the notice period begins from the 1<sup>st</sup> of the following month. The notice period applies for place cancellations before a child starts when full fees will be charged during the notice period if the child was due to start within 2 months of the notice being served.
- 8. Your session arrangement will automatically continue each month, term and year unless notice is served. Sessions will automatically end on 31st August in the year the child starts Reception at school.
- 9. Your notice period will last until the end of the month.
- 10. You will pay the fees listed on our website at the time of your start date, these may differ from the fees listed at the time of registration due to annual increases in running costs.
- 11. We offer our break-in care to eligible families. You can access one, one-month break in care in every 18-month period. However, due to the invoice cycle, no break in care can be taken in December and they must commence from 1st of the month. Please refer to the parent admin page of our website for the full terms and a request form
- 12. In any unforeseen circumstance that leads to the nursery to be closed or unable to offer you your normal sessions, you shall be offered a place at one of our Brighton and Hove based sister nurseries. No refund or replacement will be offered if you refuse a place at the nursery offered. Where unexpected travel is required for the parent, we shall refund you the cost of an adult day bus fare. Please supply your bus ticket to us by email to your nursery and the credit will be added to your invoice within 30 days.
- 13. During short-term (up to one day) periods of unexpected closures or short-term (up to one day) periods where we are unable to provide nursery provision, privately paid sessions (where we are unable to offer a place at another nursery) will be refunded at a rate of £5.50 per hour. Additional fees paid, will not be refunded and are retained by the nursery to cover unavoidable direct costs, which the nursery is still liable for in the event of a closure. Sessions with Early Years Funding are not replaced or refunded.
- 14. Child/Parent holidays and sick days are paid for.
- 15. Sessions may be reduced with the notice outlined. All notices must be served in writing by email to the nursery Manager.
- 16. If you wish to take up your free nursery education, you are required to complete and sign the application for a funded place and the Parental Declaration, detailing how and when you will take up your entitlement. This can be found on the parent portal.
- 17. If the child does not attend their funded sessions (Sickness and holidays not included), you will be liable for the full cost of the sessions because EYFE cannot be claimed during non-attendance.
- 18. Any other terms noted in the EYFE application form will apply.
- 19. You will inform us immediately should you start claiming funding for a child in another setting. Should you start claiming your funded hours at another setting, you will be liable for all fees at our standard rate for your regular session.
- 20. You are responsible for informing your nursery manager by email as soon as you become aware if you stop being eligible for your funded hours. If at any point you are not eligible for the sessions you have claimed, We will

invoice you immediately when we become aware, you must pay the invoice in full within 5 working days to avoid a 10% surcharge.

- 21. Where a discount is applied to a plan, there is no refund or replacement for bank holidays, sickness, nursery closure days due to unforeseen circumstances, training or other reasons, as these fees are already deducted from your fees within the discount.
- 22. We reserve the right to make changes to the contract with 8 weeks' notice.
- 23. We reserve the right to make changes to any nursery service, with no prior notice due to circumstances outside of our control.
- 24. You shall cooperate with us, and provide to us with any information as we may reasonably require about the child and their immediate family. You will attend any meetings requested of you by your key person, room manager, deputy manager or nursery management.
- 25. You must ensure that all information we hold about the child, parents, emergency contact and people with permission to collect the child is kept up to date, by promptly informing us whenever they change.
- 26. You shall not employ or attempt to employ any member of our staff during the contract without our written consent until twelve months from the termination of this contract. If the parent/s shall entice away, attempt to or employ any current or former employee of this or any of our nurseries within 6 months of either party leaving The Nursery. The parent/s shall be liable to pay immediately to us the sum of £1200 in respect of a search and selection fee.
- 27. <u>Our employees are not permitted to babysit for parents. This has, in the past, caused problems with employees</u> working too many hours. Our team deserves adequate rest breaks between shifts.
- 28. You shall follow all our policies and procedures, including our sickness policy, absence and any other policy which can be found in our Care and Education Handbook and in the nursery brochure for new families.
- 29. Upon notification of you leaving, your Tapestry access will be revoked on the child's final day of attendance. Please ensure that you have downloaded your child's journal prior to your last day at nursery.
- 30. We expect parents to treat our employees with respect. In the event of mistreatment (including but not limited to a parent raising their voice or swearing at a member of staff or another parent, or behaving in a way so as to cause intimidation) we reserve the right to refuse entry to any family. We will immediately serve notice to the family to withdraw a place allocation; full payment will be required during the notice period, even if a child/family is excluded.