



Bluebell Barn Children's Nursery  
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## TERMS AND CONDITIONS

as at 22<sup>nd</sup> Aug 2025

These Terms and Conditions relate to the contract between Chantry Childcare Ltd t/a Bluebell Children's Nurseries ("Bluebell") and the parent/guardian in respect of the child's attendance at Bluebell's registered childcare setting ("the nursery")

### 1. AGE

The nursery is open to children between 3 months and 5 years of age.

### 2. HOURS OF OPENING

The nursery is open all year round except for weekends, bank holidays and the working days between Christmas Day and New Year's Day. In addition to this if Christmas Eve falls on a working day then the nursery will close at 1.00pm. Parents will not be charged for any of the days or half day that the nursery is closed.

Hours of opening are from 8.00am to 6.00pm. Depending on the availability of staff, the nursery manager might, in exceptional circumstances, be able to reasonably extend these hours by prior agreement with the parent/guardian. An additional charge will be made for any child attending outside the normal hours of 8am to 6pm.

It is very important that all children are collected by the stated end-time of their session or day, as any delays will require staff to work overtime. The Company reserves the right to levy a charge for late pick up.

### 3. REGISTRATION

Upon submission of a completed registration form and request for a place, Bluebell will make an offer in writing to the parent/guardian.

A place will be considered booked once Bluebell's offer has been accepted by the parent/guardian in writing and a refundable deposit of £80 paid by the parent/guardian.

Written acceptance by the parent/guardian of Bluebell's offer, and payment of the deposit deems the parent/guardian to be bound by these terms and conditions.

The deposit will be refunded when the child leaves the nursery providing all other terms and conditions have been complied with. The deposit is non-refundable if the child does not start at the nursery.

In the unlikely event that the nursery is unable to fulfil an offer of a place then the deposit will be refunded to the parent/guardian.

#### **4. ALTERATION/TERMINATION/CANCELLATION**

##### **- before the child starts nursery**

Once a place at the nursery has been accepted in writing by the parent/guardian, if at any time before the child starts at the nursery the parent/guardian wishes to:

(a) Reduce the number of sessions booked

A minimum of two months' written notice must be given to the nursery manager.

If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions for the first month of the child's attendance at the nursery.

(b) Defer the child's start date

A minimum of two months' written notice must be given to the nursery manager.

If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions between the original start date and the deferred start date.

A child's start date can only be deferred once.

The maximum amount of time by which the child's start date can be deferred is three months.

(c) Cancel the child's place

A minimum of two months' written notice must be given to the nursery manager.

If such notice is not given, the parent/guardian will be liable to pay for the cancelled sessions for the first month the child would have attended nursery.

#### **5. PAYMENT OF FEES**

Within these terms and conditions the terms "fee" and "fees" shall encompass all nursery charges, including non-funded nursery fees, non-mandatory service fees and any other charges as set out in the Bluebell Fees and Funding Handbook, displayed in the nursery and on the nursery's website.

Fees are subject to annual review or at such other time as Bluebell deems necessary.

Fees are payable monthly in advance, based on expected attendance of the child at the nursery.

Appropriate deductions will be made for any days the nursery is due to be closed, such as Bank Holidays and the period between Christmas and New Year.

Payment is to be by standing order or BACS by the last day of the preceding month or by cheque by the 24th of the preceding month.

If the Fee payment is late or rejected Bluebell will make a £30.00 administration charge.

If fee payment is more than 7 days late the child's place will be suspended for a period of 5 days. If payment has not been received by the end of the 5 day suspension the child's place will be permanently terminated.

Bluebell reserves the right to charge interest on all late payments at a rate of 4.0% per annum above the base lending rate of Barclays Bank. Bluebell is also entitled to recover all reasonable expenses incurred in obtaining payment from the parent/guardian where any payment due to the nursery is late.

Full payment of fees is required even if the child is absent from nursery due to illness, personal or family circumstances, holiday or other reason.

Where a child attending the nursery already has a sibling at the nursery, a "sibling discount" will take effect. The 5% sibling discount will be applied to the eldest child's invoice. A further 5% sibling discount will be applied to the eldest child's invoice for each additional sibling at the nursery.

Children booked in to attend 4 or 5 full days per week are offered a 'holiday allowance' of one full calendar week, per year (Jan-Dec). One month's notice must be made in writing to the nursery manager.

Changes to the nursery sessions attended by a child must be requested in writing to the nursery manager. The nursery manager will reasonably endeavour to accommodate any requested changes, subject to availability of sessions.

Any extra sessions, on a one-off basis, requested by the parent and booked with the nursery will be charged for in the following month's invoice. Once extra sessions have been booked, 24hrs notice of cancellation is required otherwise the extra session will be charged for.

## **6. ALTERATION/TERMINATION OF CONTRACT**

### **- after the child starts nursery**

Once the child has started at the nursery, if the parent /guardian wishes to:

#### **(a) Reduce the number of sessions booked**

A minimum of one month's written notice must be given to the nursery manager. If such notice is not given, the parent/guardian will remain liable to pay for the cancelled sessions for the next month.

Once sessions have been cancelled they will be offered to parents on the waiting list. Parents who wish to rebook sessions which they have previously cancelled will have their names added to the waiting list.

#### **(b) Withdraw the child from the nursery**

A minimum of one month's written notice must be given to the nursery manager. If one month's notice is not given, the parent/guardian will be liable to pay one complete month's fees, starting with the date on which notice was actually given, or the date of withdrawal, whichever is the earlier.

If in the reasonable opinion of the nursery manager or person in charge it is considered that the continued presence of a child is detrimental to the health, safety or well-being of the child, other children in the nursery or nursery employees, then the nursery may serve notice to the parent/guardian requiring the child to be immediately removed from the nursery. In this event, the nursery shall be entitled to receive one month's fees in lieu of notice.

If in the reasonable opinion of the nursery manager or person in charge it is considered that the behaviour of a parent/guardian of a child attending the nursery is detrimental to the health, safety or well-being of any child or employee in the nursery, then the nursery may serve notice to the parent/guardian requiring the child to be immediately removed from the nursery. In this event, the nursery shall be entitled to receive one month's fees in lieu of notice.

## **7. NON-SOLICITATION OF STAFF**

Any parent/guardian of a child attending the nursery agrees that for the duration of the child's attendance at nursery, and for the period of six months following its termination (however terminated), he or she will not seek to employ, entice away or attempt to entice away any person or persons employed at the nursery at the time of termination of the child's attendance, or who was employed at the nursery or any nursery in the group in the six months preceding the termination.

If any parent /guardian does employ, entice away or attempt to entice away any person as referred to then he/she shall indemnify Bluebell in respect of all costs incurred by Bluebell as a result of the breach.

A minimum fee of £2,000 will be payable to Bluebell by the parent/guardian on account of these costs.

## **8. PRIVATE CHILDCARE ARRANGEMENTS**

Any parent/guardian who makes private arrangements with any of the nursery employees for babysitting duties must understand and accept that Bluebell cannot accept responsibility for any incidents before the child has been signed in to the nursery, or after the child has been signed out, whether on or off the premises.

This also applies to all babysitting arrangements made outside nursery hours. eg. evenings or weekends.

## **9. SICKNESS**

Bluebell reserves right to refuse admission to any child, who in the opinion of the nursery manager, is too unwell to attend.

As per the nursery's "sickness and medication policy"; if a child who has been brought into the nursery has been administered Calpol, or similar, for any reason within 4 hours (6 hours for ibuprofen) of arrival, the parents will, if asked by the nursery manager, be required to take the child home until well enough to attend. The nursery manager's decision is final in respect of assessing whether or not the child is well enough to attend.

If a child is taken ill whilst at the nursery every effort will be made to contact the parent/guardian on the emergency contact numbers provided.

Therefore, notification of any changes to these numbers should be made to the nursery manager in writing immediately.

Bluebell reserves the right to seek medical attention for a child in an emergency.

Any child suffering from, or suspected to be suffering from a communicable illness, should be kept at home until the nursery manager is satisfied that the child is fit to return to nursery in line with the sickness and medication policy.

Any child attending the nursery should be well enough to play outside and take part in group activities. If not, he or she should be kept at home.

