



# Terms & Conditions – Effective January 2026



To enable us to provide and maintain the highest standards of care, we require all parents to be aware of and abide by the following Terms & Conditions. Along with your Registration/Enrolment forms, these Terms & Conditions form your contract with Ambourne House Ltd. Where possible the Registration Form should be signed by both parents.

**1. Payment of fees**

Nursery fees are payable monthly in advance and are due on or before the **first** session of each calendar month. Fees can be paid by using childcare vouchers, debit cards, cash or BACS transfers. Invoices will be created and emailed around the 25<sup>th</sup>. If for any reason you do not receive invoices, please inform management as fees will be due on or before the 1<sup>st</sup> of the month. Non-receipt of invoices will not be reason for us to waiver the late payment surcharge referred to below.

**2. Late payment of fees**

Late payment will incur a 10% surcharge, at Management discretion. The late fee will be added to your account without notice from the 1<sup>st</sup> of the month. We also reserve the right to terminate your child's place or refuse admittance, if accounts are not paid by the 10<sup>th</sup> day of that calendar month. The refusal of admittance will be without prejudice to any other legal recourse available to us.

**3. Late Pick up**

A late pick-up fee, of £10 per 10 minutes will be applied to your account at Management discretion. Please make sure that you contact the setting if you are going to be late. The nursery closes at 6pm. However, you must observe the times that you are invoiced for. If you are late and we have not been informed, we have the right to contact emergency contacts or Social Services.

**4. Absence**

Full payment is required for any periods when your child is absent, including but not limited to prearranged holiday, as your place will be retained.

You will not be charged for the week we are closed between Christmas and New Year and Bank Holidays.

**5. Refund for non-attendance**

If your child is absent due to illness or if the nursery closes due to 'acts of god', infectious diseases, pandemics, environmental or other factors (such as snow/fire/flooding) beyond our control we will be unable to refund your fees.

**6. Fee changes**

We reserve the right to review the fees twice a year, with reasonable notice of one calendar month being given of any change in fees.



## **7. Sibling Discount**

There is a sibling discount of 5% on the cheapest invoice. Only 1 discount can be used on the account at one time. This discount is discretionary and may be withdrawn or amended at any time.

## **8. Notice of termination**

If you wish to terminate your child's place at the Nursery you must provide a minimum of 4 weeks' notice in writing to the Nursery Manager. For the avoidance of doubt, if you terminate your child's place, the full amount of the Fees for the relevant notice period shall remain payable.

Ambourne House may terminate your child's place at any time with 4 weeks' written notice to you.

Notwithstanding the above, Ambourne House reserves the right to terminate your child's place with immediate effect and without notice if you breach this Agreement, our rules, or any reasonable requests made of you as a parent or guardian of a child attending the Nursery, have outstanding Nursery Fees owed, or if we at our sole discretion consider termination of your child's place to be in the best interests of the Nursery and/or the welfare of your child, other children at the Nursery, or our team.

Termination by us without notice in the event of breach, failure to observe our reasonable requests or rules (including the failure to pay Nursery Fees when due or at all), will result in you being liable for the fees you would ordinarily have had to pay had you provided the required 4 weeks' notice to end this agreement.

We may also withdraw your child's nursery place and end our contract with you if your child's circumstances change. Should your child's circumstances change and/or should we receive information (whether directly or indirectly) to suggest that your child's circumstances have changed or will change during the course of your child's care with us, which mean that we are or will no longer be able to provide adequate nursery care to your child for any reason, we may end our contract with you and withdraw your child's place. Where this is the case, we will use our reasonable endeavours to provide you with at least 4 weeks' notice of our intentions, but this may not always be possible in circumstances beyond our reasonable control and so cannot be guaranteed. If we do withdraw your child's place with us, we will refund you for any nursery services you have paid for but not received due to the early withdrawal.

## **9. Settle Fee & Deposit**

A £75 non-refundable Settle fee is payable for families who choose to access our settling in sessions.

These sessions are an optional additional service and are not part of the government funded entitlement. Parents who do not wish to purchase the settling in package may still access their child's funded hours without charge.

This fee is not a condition of taking up a child's government funded entitlement place.

A £50 refundable deposit applies only to children accessing paid childcare hours. The deposit is returned when the child leaves the nursery, provided all fees are paid.



#### **10. Dress/Lost property**

Normal day clothes should be worn, and parents are asked to bring a change of clothing, especially for babies. We ask that all clothing be clearly labelled as although we make every effort to return items, in a busy nursery, unnamed clothes can cause confusion. We request that your child is not dressed in expensive clothes or clothes that you don't want to get messy. We at Ambourne enjoy messy play and children reap the benefits it provides to their development. We request that your child does not bring toys to nursery as they can become misplaced or put away with our own equipment. Ambourne House does not accept any responsibility or liability for the loss of, or damage to property in the nursery.

#### **11. Special Requirements**

All food and drink are provided after the weaning stage but prior to this parents are expected to provide formula milk and bottles suitable to their baby's individual requirements. We sterilise all equipment and make up your child's bottles daily. Parents are also expected to provide nappies until their child is toilet trained.

Should your child have any special dietary or other requirements, these must be made known to us immediately in writing. We accept no responsibility or liability for any harm caused to your child in the absence of information relevant to their care being imparted.

#### **12. Safeguarding Children**

Ambourne House is regulated by Ofsted and inspected under 2006 Childcare Act. It is therefore a requirement of our registration to respond to suspected instances of child abuse or neglect in accordance with government regulation and with the support of the local area safeguarding children's team.

It is also our obligation to notify Local Safeguarding Boards if children who are absent from the setting and/or taken out of the county for long periods of time, especially to countries which conduct FGM (Female Genital Mutilation).

Please see our Safeguarding Policy for more details on when and how we report incidents. This can be accessed via our website or paper copies are available from the office.

#### **13. Sickness**

We will contact you should your child become unwell and would expect you to come and collect him/her immediately. Without exception, sick or unwell children will not be accepted into the nursery, as we endeavour to be a safe and healthy environment for all. It would be appreciated if you would telephone us if your child were unwell and will not be attending nursery. (Please refer to our Sickness Policy.) Environmental Health Department procedures state that a child should stay at home for 48 hours after all symptoms have ceased following sickness and/ or diarrhoea.

Ambourne House will administer Prescribed and some Non-Prescribed Medication, please refer to our Medication Policy. The individual bottle or packet must have the correct child details printed on the label and must be in date. All details and medication will be checked and signed for by a parent/ carer and manager on each day of use. Previous dosages given must also be recorded before the parent leaves the building.



Non-Prescribed medication such as Calpol will only be given for a high temperature. A high temperature is anything over 38 degrees Celsius, Calpol will not be given for pain relief. Care Plans for long term medication must be completed and reviewed termly.

Once Calpol is administered to a child either at home or in the setting, we cannot accept that child back into the nursery for 24hours. Calpol can mask the signs of a temperature and other illnesses.

#### **14. Collection of children**

Children should be dropped off and collected at their specified times to ensure that our staffing levels are not compromised. We appreciate that occasionally, due to circumstances out of your control, late collection may occur and to this end we do not charge for this, although we reserve the right to charge you if late collection persists or if you are excessively late. It is the policy of this nursery that your child can only be collected by authorised contacts. Therefore, your child will not be released to any other person without prior notice. Members of staff are required to check with management any person with whom they are not familiar. In the event of a child not being collected, all emergency telephone numbers will be tried. If after trying for a reasonable length of time, we are still unsuccessful, contact will be made with Social Services and the Local Safeguarding Board.

#### **15. Separated Families**

We recognise this can be a very sensitive time for families and our ultimate priority at Ambourne is the welfare of your child. We will remain the level of confidentiality as requested from parents as far as possible. We ask you to inform us of any changes and if there is a specific ruling in existence; especially to the legal rights of the child which, is stated on the enrolment form. We request that you talk to the management team without your child present to avoid any further distress to the child. Please see our Separated Families Policy and Procedure for more detail.

#### **16. Government Funded Hours**

Our nursery participates in the Government's funding offer. The Department for Education (DfE) only offers funded hours during the 38 weeks of term time. For children who attend our nurseries year-round, we "stretch" their funding entitlement across the year, offering parents the same hours of funding entitlement each week. Please refer to the Fee Sheet or speak to the Nursery Manager to find out how many hours a week of funding we offer, including whether our summer stretched offer applies to your child.

If you claim funding, you give your consent and commitment for us to stretch your funding entitlement for at least a term. If, at the point of termination, you have used more funded hours than we have claimed from the Local Authority (LA), we will reclaim the costs of any unfunded hours from you at our usual private rates. There is no rebate to parents for unused funding. Where a child leaves the nursery to join another Early Years setting part-way through the term, we will transfer funding at the end of your notice period, unless your LA does not permit a transfer to happen. Children joining us mid-



way through the term (i.e. after the LA headcount date) will be charged our regular fee rates (as outlined in our Fee Sheet) until the next term begins, or sooner if their funding is transferred over to us by the LA.

The funding we receive from LAs is not intended to cover the cost of meals, consumables, additional hours, and all the educational enhancements that are an integrated part of our offering and extend beyond the requirements of the EYFS. Accordingly, we apply Health and Hygiene, Food, and Extracurricular charges to funded hours (“consumables charges”). If you wish not to pay for one or all of the additional consumables charges, you should speak to the Nursery Manager to discuss alternative options in accordance with our Admissions policy and the relevant policies on food and consumables from home. To opt out, you must notify the nursery in writing at least 6 weeks before the start of a term, as defined by the Local Authority school’s calendar. For the avoidance of doubt, additional charges will still apply during the notice period. A decision to participate in our integrated offering or to opt out of one or all additional charges applies on a full-term basis.

For a part funded session, i.e. where your weekly entitlement balance does not cover the full session length or where we are capped at 7 hours of funding per day, the unfunded hours in the session will be charged at the Additional Hourly rate as shown in the Fee Sheet.

If a funded session is due to take place on a bank holiday or a nursery closure day, please speak with your Nursery Manager who will be happy to discuss alternative arrangements, subject to availability and LA requirements.

We are required to keep the LAs informed of child absences and they have the right to recover funding payments made during periods of absences. Parents are responsible for paying Ambourne House for any funding that the LA reclaims from us due to a child’s absence. Where a child’s absence included funded hours, this missed funding cannot be used at a later date.

It is possible to share funding between two different providers, but parents should note the complexities of claiming in a mixed funding model. Parents should let us know of their intentions to claim at another setting before making a definite arrangement, as this decision will affect the hours we are able to claim for. Total funded hours cannot exceed the maximum allowance of 570 hours or 1,140 hours per year.

To claim funding, you must complete the Parent Declaration. This is set by your LA. It will be sent to you termly. Failure to complete the parent declaration may mean you are ineligible for funding and the nursery may need to reclaim the costs of any unfunded hours at our usual private rates.

## **17. CCTV**

To ensure safety and security, CCTV cameras operate in each room of our setting. Footage is monitored and store securely, with access restricted to authorized personnel and used only for safety-related purposes in compliance with privacy laws. Clear signage notifies individuals of CCTV monitoring, and entry into our nursery indicates consent to this surveillance. We reserve the right to amend these terms as necessary, with updates posted accordingly. Please request our Data Protection Policy and Privacy Notice for further details. In sending your child to us, you are agreeing to that surveillance and to the processing of such data.



### 18. Home Prepared Food Policy

Families must at all times supply their child with food that follows the guidance we have provided. The Nursery team must check the contents and confirm that each lunchbox meets the guidance given. Breaches will require Parents to rectify 30 minutes prior to next meal.

### 19. Inset Days

The nursery is committed to raising the standards of nursery childcare and supporting its employees to do this by providing the training and development opportunities they need to keep their skills and knowledge up-to-date. Three days in each calendar year known as an 'inset day' shall be set aside by the nursery for this purpose. At least 1 month written notice of each 'inset day' shall be given by the nursery. No deductions shall be made to any fees or charges payable under this contract to take account of the fact the services shall not be provided on such 'inset days'.

### 20. Other

We may, at our absolute discretion, from time to time, update the terms of this Agreement and we will give parents reasonable notice of any changes, unless we are required to amend the terms sooner by new or amended legislation or statutory guidance. This Agreement incorporates the Terms and Conditions, Fee Sheet, Privacy Notice and Acceptance of Place Form, all as amended from time to time and available from the Nursery Manager and together represent the entire agreement between you and Ambourne House.

If any part of this Agreement should prove to be invalid or unenforceable for any reason it shall not affect the validity or enforceability of the remainder of this Agreement.

For the purposes of constitutional changes to the Nursery ownership or amalgamation we reserve the right to transfer the undertakings of the Nursery to any other natural or legal person, and to assign the benefit of this Agreement in connection with any such transfer.

The Terms and Conditions will be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.

**Please Note: A minimum of 4 weeks' notice is required to leave Ambourne House. Late Fees are added to your account for late pickups (£10 per 10 minutes late) and late payments on invoices (10% per every day late after the 1<sup>st</sup> of the month).**



**Declaration: I have read and agree to the above terms**

**Child/ Children's Name:** .....

**Parent/ Carer**

Name: ..... Signature..... Date.....

**Manager**

Name: ..... Signature: ..... Date: .....

**Attendance Schedule/ Charging**

(Tick)

Session	Mon	Tues	Wed	Thurs	Fri
Full day					
School Day					
Morning only					
Afternoon only					
Breakfast Club					

(Tick)

<b>Food Provision</b>	
Nursery Provision	
Home Prepared	

(Tick)

<b>Consumables</b>	
All	
Enhanced Learning Activity Only	
Comfort, Health and Hygeine Only	

All amendments to the above will require another agreement to be signed

**Parent/ Carer**

Name: ..... Signature..... Date.....

