DEAN CLOSE
LITTLE TREES
NURSERIES

DEAN CLOSE NURSERIES LIMITED

Independent Day Nursery

Nursery Contract Terms

(NL030)

Dean Close Little Trees, Dean Close Nurseries Ltd is wholly owned by The Dean Close Foundation, registered Charity No: 1086829

Dean Close Nurseries Ltd is a limited company registered in England - Registered Company number 09635445 which has its registered office at Dean Close School, Shelburne Road, Cheltenham, GL51 6HE.
It is wholly owned by The Dean Close Foundation a Charity registered in England and Wales, number 1086829. The Dean Close Foundation is a company limited by guarantee and registered in England No. 4193948 which has its registered office at Dean Close School, Shelburne Road, Cheltenham, GL51 6HE.

Dean Close Little Trees Nurseries
Terms & Conditions of Nursery place

1. Parties

1.1 This agreement is made between:

Dean Close Nurseries Ltd, 67 Lansdown Road, Cheltenham, GL51 6QD, trading as Little Trees Nurseries, located at (Nursery Name)

and

The Parent/Guardian: [Full Name], residing at [Home Address], for childcare services provided for (Child's Full Name), (Date of Birth)

2. Agreement

2.1 These Terms and conditions represent the entire agreement and understanding between the parents and the nursery. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.

2.2 We reserve the right to update/amend these Terms and conditions at anytime without prior notice.

3. Enrolment and Admission

3.1 A completed Enrolment form and the non-refundable enrolment fee as stated in our fee sheet or on the web site are required to secure a nursery place. Places are allocated subject to availability and at the discretion of the nursery and offered to parents via dropbox. All offers made to parents must be agreed, signed via the electronic platform and returned to the nursery within 2 weeks of the offer being made. After this time, the offer is withdrawn.

4. Fees and Payment

4.1 Fees are payable monthly in advance and due by the 15th of each month via In-App payments on Famly.

4.2 Payment methods accepted: all parents are required to use the in-app payment system via Famly for settling nursery fees. This includes payment by Direct Debit (DD) or Tax-Free Childcare (TFC). DD can be set up for manual payments, offering the same flexibility as a bank transfer.

4.3 Where local authority funding/ funded childcare is available; we reserve the right to impose restrictions.

4.4 Late payments will incur an interest charge of 2% above our bank's base rate on the outstanding amount for each day the invoice remains unpaid, along with an administration fee of £25.00 per month.

4.5 A £25.00 administration fee will be charged for any failed Direct Debit payment.

4.6 Any costs incurred for debt collection will be added to the account.

4.7 We reserve the right to suspend all services until full payment is received, which may include suspending the child's attendance and/or permanent termination of the contract.

4.8 Non-payment of fees for more than 2 weeks after the payment due date, may result in suspension or termination of the nursery place.

4.9 Fees remain payable in full during periods of absence, including illness and holidays including instances of self-isolation or following government advice. Unfortunately, we are unable to offer any days in lieu of absences.

4.10 When the nursery is closed on Bank Holidays, no fees will be charged.

4.11 As part of our commitment to continuous development and improvement, the nursery may close for Inset training sessions to enhance staff skills and quality of care. No fees will be charged.

4.12 All signatories to the contract are jointly and severally liable for all fees outstanding at any one time.

4.13 Parents and Guardians will receive at least one month's notice of any increase in fees.

5. Nursery Hours and Attendance

5.1 The nursery operates from 8:00 AM to 6:00 PM, and in some instances from 7.30am to 6:00 PM. In some nurseries, sessions run from 8:00 AM to 1:00 PM or 1:00 PM to 6:00 PM, with a minimum booking requirement of two sessions. Please note only full day sessions are available in Inchbrook, Brownshill and Christchurch.

5.2 Early drop-off from 7:30 AM is available, subject to availability and for an additional charge.

5.3 Children must be dropped off and collected within the agreed session times as specified on the Famly Booking Schedule (agreed attendance)

5.4 Arrivals and departures within booked session times are at the discretion of parents/guardians.

5.5 Late collection will result in an additional charge as per the relevant Fee Structure for the Nursery.

5.6 Funding Clawback Clause - If the nursery receives government funding on behalf of your child (e.g. Early Education Entitlement, 15- or 30-Hours Free Childcare, or any other publicly funded childcare support), you agree to the following;

- If it is later determined by the local authority or relevant funding body that your child was not eligible for all or part of the funding received, or if funding is withdrawn, reduced, or reclaimed (a "Funding Clawback"), you will be liable to reimburse the nursery for the full amount of the reclaimed funding. This may include, but is not limited to:
- Failure to meet the eligibility criteria (e.g. age, residency, income thresholds, or working hours)
- Inaccurate or incomplete information provided at the time of funding application
- Changing nursery providers partway through a funded term
- Absence or non-attendance that invalidates funding claims

In such cases, you will be issued an invoice for the outstanding balance. Payment is required within 14 days of issue unless otherwise agreed in writing. The nursery reserves the right to suspend or terminate your child's place in the event of non-payment.

It remains your responsibility to ensure your eligibility for any funded childcare and to notify the nursery of any changes that may affect funding status.

6. Termination and Notice Period

6.1 This contract shall remain in effect until terminated by either party.

6.2 A minimum of one full calendar month's written notice is required from either party to end the contract. Notice given on the 1st of a month will result in termination on the last day of that month. However, notice given on or after the 2nd will extend the contract until the last day of the following month.

6.3 Failure to provide the required notice will result in fees being charged in lieu of notice.

6.4 The nursery reserves the right to terminate this agreement with immediate effect if a serious breach of contract occurs, including but not limited to non-payment of fees, repeated late collection, or inappropriate behaviour by the child or parent/ guardian.

7. Health & Medication

7.1 In accordance with Standard 7 of the National Standards for under 8's childcare (England) and Standard 10 of the National Minimum Standards for regulated childcare (Wales), children who appear to be unwell will not be admitted into the nursery.

7.2 Children must not attend nursery if they are unwell or suffering from a contagious illness.

7.3 The nursery follows the relevant Public Health England/ Public Health Wales guidelines on exclusion periods for infectious diseases for childcare settings.

7.4 Parents/ Guardians must inform the nursery as soon as possible if their child is unable to attend due to illness.

7.5 If a child becomes unwell while at nursery, steps will be taken to minimise the risk of cross-infection, and parents/ guardians will be notified as soon as possible.

7.6 Please refer to our Medication Policy and Procedures for guidance on managing illness and administering medication.

7.7 Prescribed medication will only be administered once the relevant medication form has been completed and signed by a parent or guardian.

7.8 We are committed to supporting all children, including those with short- and long-term health needs, to ensure their safety, well-being, and inclusion in all activities by conducting risk assessments and working closely with parents/ guardians and healthcare professionals to ensure their safety and well-being. Tailored care plans are created with guidance from GPs, nurses, and specialists to meet each child's individual health requirements.

7.9 We are committed to supporting children with diagnosed allergies. To ensure their safety and well-being, a GP-completed Allergy Form must be provided before the child can attend nursery. A child will not be permitted to attend without this completed form.

7.10 Parents are requested not to send food or empty food packaging into the Nursery without a discussion with the manager. This is to ensure children with food allergies and intolerances are safeguarded from any potential cross contamination.

8. Emergency Procedures

8.1 In the event of an emergency, every effort will be made to contact the parent or guardian as soon as reasonably practical.

8.2 If hospital treatment is required, the nursery will contact emergency services, follow medical advice, and take necessary action.

8.3 If hospital transport is needed, a member of the Senior Management Team will accompany or transport the child to the hospital in the absence of a parent/ guardian/ nominated family member.

9. Safeguarding and Behaviour

9.1 At Little Trees, we have a legal duty of care to safeguard all children and follow strict safeguarding and child protection policies.

9.2 Any concerns regarding a child's welfare will be reported to the relevant authorities, as we are obligated to do, even without parental consent if necessary. It is understood that in some instances, we are required to instantly refer to the local authorities.

9.3 While we always aim to work collaboratively with parents, it is essential that any health concerns, such as birthmarks or injuries, are communicated at the time of a child's arrival.

9.4 Accidents occurring at home should be reported to staff and recorded, in line with our statutory Welfare Requirements.

9.5 Please refer to the Nurseries Safeguarding and Child Protection Policy for further information.

9.6 Children must only be collected from the Nursery by a Parent/Guardian or someone who has been authorised to do so. If they are unknown to the Nursery they will be asked to provide identification and confirm the unique password set by the Parents/Guardian set up on the Admission Form. If the Nursery staff are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care. Only people authorised by Nursery staff may enter the building. Permitting entry to someone you do not know upon arriving and leaving the Nursery is NOT ALLOWED, even if you recognise them.

9.7 The Nursery should be informed immediately if you are unable to collect your child from the Nursery by the official collection time, and what arrangements have been put in place.

10. Personal Belongings and Liability

10.1 The nursery is not responsible for loss or damage to personal belongings.

10.2 Parents/ Guardians are advised to label all personal items, including clothing and bags.

11. Data Protection

11.1 I consent to Dean Close Nurseries Ltd obtaining, processing and holding sensitive personal information about me or either of us and my/our child, including medical details for the purposes of assessment and selection in order to safeguard and promote the welfare of my/our child.(To view further information on how we access, use and share personal data please refer to our Privacy Notice available on our website).

11.2 Personal information is stored securely and used in accordance with data protection laws.

11.3 Parents have the right to access their child’s records upon request.

11.4 Parents/ Guardians are requested to keep the FAMLY App updated with the family contact details. The nursery should be informed immediately of any changes to contact details for parents, including home address and including emergency contacts that you have nominated.

11.5 Where possible, each child must have a minimum of two emergency contacts registered on the Famly App.

11.6 To view further information on how we access, use and share personal data please refer to our Privacy Notice available on our website.

12. Nursery Operational Terms

12.1 All Compliance Checks, Emergency Procedures and Health & Safety matters are in place, monitored and reviewed.

12.2 If the Nursery that your child attends has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative

childcare facilities to you. If the closure exceeds 10 days in duration (excluding any days when the Nursery would otherwise be closed), we will credit you with an amount that represents the number of days the Nursery is closed in excess of 10 days.

12.3 Little Trees operates an 'Open Door Policy' which allows parents the opportunity to discuss small matters with staff at any time. However larger issues will need an appointment, which will be made for a time convenient for individual parents. If you have any concerns regarding the services we provide, please refer to the Complaints Policy.. Customer satisfaction is of paramount importance to us.

12.4 Photographs of the children who attend our nurseries may be taken. These photographs may be used for promotional purposes, for staff training/studying purposes or for our website. If you DO NOT WISH for your child's pictures to be used for the mentioned purposes, you will be able to specify so when completing the Joining Form, and have the ability to update these via the Famly App.

12.5 We may immediately end this Agreement if:

a. you have failed to pay your fees;
b. you have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time of us asking you to;
c. you have behaved unacceptably in our opinion, as we will not tolerate any physical or verbal abuse to our employees, the children in our care or other parents..
d. your child's behaviour is unacceptable or endangers the safety and well-being of any of the other children at the Nursery; or
e. we take the decision to close your child's Nursery. We will give you as much notice as possible of such a decision.

12.6 You may immediately end this Agreement if:

a. we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention; or
b. we suffer any event of insolvency.

12.7 Non-Solicitation of Staff - During the time of your child's attendance at the nursery and for a period of six months following the termination of the child's attendance at the Little Trees, the parent/guardian will not attempt to employ or entice away any persons employed or formerly employed by the Little Trees Nursery, Dean Close Foundation. In the event of a breach of this agreement the parent/guardian will cover all costs incurred relating to the recruitment, selection and administrative process necessary to replace the staff member(s) in question. Costs will include but will not be limited to advertising, management time, interviewing, agency and legal fees. If you employ a member of Nursery staff for casual babysitting duties. We accept no responsibility for casual out of hours work delivered for you by our employees.

I/We have read the general conditions as set out above and can access the Nursery policies at any time either on the website or upon request, and agree to abide by these and for my child/children to be cared for in accordance with all the information supplied to me. A copy of the Nursery Contract will be stored within my Famly account for ease of reference.

Full name of Parent/ Guardian 1:

Signature of Parent/Guardian 1: ……..…… Date: ……

Full name of Parent/ Guardian 2:

Signature of Parent/Guardian 2: ……..…… Date: ……

Date of Issue: July 2025

Review Date: July 2026

Owner: Foundation Bursar / CFOO

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