

The Children's Garden Montessori Nursery & Forest School Terms & Conditions

You are entering into a contract with The Children's Garden. These Terms and Conditions together with the Fees & Funding Booklet, Privacy Notice and Application Form constitute your "**Agreement**" with us regarding the provision of early years education and care. Throughout this Agreement The Children's Garden may be referred to as the "Nursery," "TCG", "we" and the Parent(s)/Guardian(s) (as identified on the Application Form) may be referred to as "you".

1. Registering your child

To request a place for your child at TCG, you must complete application form and return it to the Nursery. Fees are available via the website, in the Fees & Funding Booklet or through the Nursery. The Nursery will contact you to confirm when a place is available for your child. Once the Nursery has contacted you, to reserve your child's place, you will need to pay the non-refundable registration fee of £125. £175 refundable deposit is added to your first invoice and is then credited to your final invoice. Children accessing a fully-funded place will not be required to pay a registration fee but a £100 deposit refundable after your child's first month. For further guidance on ensuring accessibility, please refer to our Admissions Policy.

The date your child starts is subject to availability. Once agreed with you, any deferrals or changes to your start date are subject to availability. If we are unable to accommodate your deferral request, we will treat it as a cancellation and offer to add you to our waiting list. We cannot accept requests for deferrals less than one month prior to the start date as this would fall within the one month cancellation notice period, and cancellation fees would be payable.

Prior to your child starting, you agree to provide to the Nursery in writing or electronically all relevant health and care requirements (including any allergies, intolerances or medical conditions) relating to your child. It is your continual responsibility to notify the Nursery of any changes or additions to this information on an on-going basis.

2. Opening hours and pick-up

The Nursery is open Monday to Friday 7.45am-6.15pm each week and is closed for public holidays, the week between Christmas and New Year and three designated Inset days. To find out the Nursery's opening hours and closed days, please check with the office.

Only you, your emergency contacts listed on the Application Form, or an individual authorised to collect your child (together the "**Authorised Contacts**") can collect your child from the Nursery in compliance with the policy regarding arrivals and departures. You agree to provide the Nursery with up-to-date contact details for Authorised Contacts.

If you are late collecting your child, we will charge you a late pick-up fee of £15, and a further £15 for every 15 minutes you are late. In addition, if your child remains in Nursery after the specified closing time and the Nursery has not been able to reach an Authorised Contact, we may need to call Social Services and/or other Government bodies as the Nursery deems appropriate as per our policy.

3. Payment of fees

The Nursery fee rates (the "**Fees**") are dependent on your child's age and booking patterns and any Govt funding you may be eligible for. We list our Fees in our Fees & Funding booklet and this is available at any time upon request.

Fees are subject to review at any time, although usually on April 1st, and we may amend them by providing you with one month's advance notice. If you do not wish to pay the revised fee, you may end this contract by giving us one month's advance notice as detailed in the Notice of Termination section of the Terms and Conditions.

You agree to pay your Fees monthly in advance by the 15th of each month (the "**Due Date**"). Monthly fees may be paid by Direct Debit, bank transfer and Tax Free Childcare. We also accept childcare vouchers.

Fees not cleared into our account by the last working day of the month (the "**End Date**") will be considered late and outstanding.

In addition to the Fees, the Nursery reserves the right to charge the following ancillary nursery fees:

- a late payment fee will be charged on any fees paid after the End Date
- a late pick up fee (issued at manager's discretion);
- an administration fee of £25 per failed payment.

You agree to pay all ancillary fees as applicable to you. The Nursery also reserves the right to terminate or suspend your child's place with immediate effect if at any time there are unpaid Fees.

We will not refund any Fees if your child is absent due to illness, self-isolation, holiday, extreme weather conditions or any other events outside of our control. The Nursery will not refund any fees for Nursery closures on public holidays or other Nursery designated closure days such as inset days as the fee rates set have taken these closure days into account.

Each of the Parent(s)/Guardian(s) who have signed the Application Form will be jointly and severally liable to pay, in full, the Fees.

4. Government funded hours

TCG participates in the Government's 15- and 30-hours funding offer. The Department for Education (DfE) only offers funded hours during the 38 weeks of term time. We stretch the funding entitlement across 51 weeks of the year, offering parents the same hours of funding entitlement each month.

If you claim funding you give your consent for us to stretch your funding entitlement. If, at the point of leaving, 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. Children joining us mid-way through the term (i.e. after the local authority headcount date) may be charged our regular fee rates (as outlined in our Fees & Funding booklet) until the next term begins if we are unable to claim the funding on your behalf.

The funding we receive from the local authority is intended to only cover the Standard requirements of the Early Years Foundation Stage (EYFS). It excludes the cost of meals, toiletries & consumables, additional hours, activities and all the educational enhancements that are an integrated part of our offering. TCG offers fully-funded sessions at no cost on a Monday & Friday between 8am-6pm. This uses 20 hours of Working Families Funding per week and excludes all meals, consumables and additional services and activities. There is

an option for parents to opt-in to these charges. If you wish to remain fully-funded at no charge please discuss alternative arrangements with us in accordance with our Admissions policy. If you have opted-in for our Enhanced Package then charges are applied for Toiletries & Consumables, Food, and Additional Services (“**additional charges**”). To opt out of the Enhanced Package and move to a fully-funded package on a Monday & Friday, 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 Enhanced Package or to opt out of one or all additional charges if you are on a Fully-Funded place 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 10 hours of funding per day, the unfunded hours in the session will be charged the Standard Additional Hour rate as shown in the Fees & Funding Booklet.

We are required to keep the LAs informed of child absences and they have the right to recover funding payments made during periods of extended absences. Parents are responsible for paying TCG 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 the local authority. 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.

5. Discounts

TCG offers a sibling discount of 5% as detailed in the Funding & Fees Booklet. A full-time discount of 10% is also available for children attending 5 full days. Discounts may be revoked or changed with 6 weeks’ notice. Late payment of fees will revoke any discounts.

In the event that TCG 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 Agreement. Only one discount may be applied at a time, exclusive of the full-time discount.

6. Extra days and change of sessions

You may increase or decrease your child’s booked sessions while adhering to our recommended minimum session requirement of two full days. Please check with the Nursery Manager or Nursery Admin. If you wish to decrease your child’s booked sessions, you can do so by providing at least one calendar months’ notice in writing. Any reduction in sessions will only commence from the 1st of the month. For the avoidance of doubt, if you wish to reduce sessions and you give notice after the beginning of the current month, then the change will take effect from the month after next.

If available, you may book additional sessions outside your normal booking pattern. You agree to pay for any additional sessions as per the Fees & Funding Booklet. Additional sessions may be invoiced in the following month. You must give TCG at least 48 hours' notice to cancel any additional sessions to avoid being charged.

7. Illness and care

Children cannot attend TCG if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free or cleared to return by our Manager - whose decision is final. Please refer to the policy on illnesses for further details.

You will need to complete the required documentation prior to us administering any medically prescribed medication to your child. Your child's attendance at TCG whilst on medication is at our sole discretion.

With your consent TCG may apply sunscreen to your child before going outside - please speak to us for further information and details on how you can provide your consent.

8. Notice of termination

If you wish to terminate your child's place at TCG you must provide a minimum of one month's notice in writing to the Nursery. For the avoidance of doubt, in the event that you terminate your child's place, the full amount of the Fees for the relevant notice period shall remain payable.

TCG may terminate your child's place at any time with at least one month's written notice to you.

Notwithstanding the above, TCG reserves the right to terminate your child's place with immediate effect and without notice if you breach this Agreement, 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 TCG and/or the welfare of your child, other children at the Nursery, or our team.

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 one month's 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. Privacy

TCG is registered with the Information Commissioner's Office number: ZA166027. We process personal data including but not limited to sensitive data such as name; address; telephone numbers; email addresses; authorised and medical contacts; child photographs and learning and development records. Please refer to our Privacy Notice and Data Protection Policy for details on how we protect and handle your personal data.

10. Employment of team members

If during this contract, and for a period of 6 months after the termination of this contract, a nursery team member leaves our employment or reduces their hours to work with you, you agree to pay a fee to us (The Recruitment Fee). The Recruitment Fee will be 20% of the annual gross market rate salary of an individual with equivalent qualifications and role as the former Nursery team member.

11. General

TCG is not responsible for any items left by you at the Nursery, including without limitation, prams, car seats, clothing, shoes and toys.

We may, at our absolute discretion, from time to time, update the terms of this Agreement and we will give parents not less than one month's notice of any changes, unless we are otherwise required to amend the terms sooner by new or amended legislation or statutory guidance. This Agreement incorporates the Terms and Conditions, Funding & Fees Booklet, Privacy Notice and Registration Form, all as amended from time to time and available from the Nursery, and together represent the entire agreement between you and TCG.

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 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.

Last updated July 2025

Any queries please contact admin@norwich.tcgnursery.co.uk