

Nursery Terms and Conditions January 2026

WLSJ Nursery is a maintained nursery operated by WLSJ School.

1. The Nursery

(a) **Our Aims:** The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a caring, safe and stimulating environment where all children feel valued, happy and secure. Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that appropriate standards of punctuality, behaviour and hygiene are maintained.

(b) **The Child's Health:** Parents must inform the Nursery and the Office Manager if the child has any known medical condition or health problem or has been in contact with infectious diseases. Parents must comply with the school's sickness policy and the child must not be brought to Nursery if unwell.

2. Parents' Authority

(a) **Welfare of the Child:** The Parents authorise the Nursery to take all necessary action to safeguard and promote the welfare of their child. Parents' consent to the use of such physical contact with children as may be lawful, appropriate and proper for teaching and to provide comfort to a child in distress or to maintain safety and good order. Parents' consent also to emergency medical treatment if certified necessary by a doctor and if parents cannot be contacted in time.

(b) **Medical:** It is the parent or guardians responsibility to keep the nursery and school office updated with your child's medical and health needs. If your child has an allergy you must provide Nursery with a copy of your allergy action plan from a health professional and a risk assessment will be completed on entry. It is parent's responsibility to ensure all paper work has been received by the Nursery and parents must notify the setting of any changes to their child. Medications can be administered by staff once a medical form is completed at the office.

(c) **Accidents and Loss:** The Nursery and the Management Committee will not be liable for accidents or loss of property unless caused by their negligence.

3. Entry to the Nursery

(a) **Registration:** Children will be considered for entry to the Nursery when the registration form has been completed and returned to us subject to availability. Children must take up two sessions at Nursery as a minimum. This is to ensure that your child gets the most of Nursery and settles into the setting smoothly.

(b) **Offer of a Place:** Parents offered a full or sessional place will be asked to sign the acceptance form and it is then expected that their child will attend the session/s offered at the offered date.

(c) **Standard Terms and Conditions:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these standard terms and conditions, to the level of fees and to the curriculum and the structure and composition of the groups within the Nursery. Notice of any change will be given as soon as practicable.

4. Fees and Extras

(a) **Items Covered:** Fees cover the normal curriculum **but do not include nappies or lunchtime meals or lunch cover.** Extracurricular activities/ outings may be charged separately. Fees will not be refunded or waived for any absence, e.g. sickness, family holidays, etc. In the event of an unavoidable closure that is out of WLSJ Nursery's control such as a power cut, loss of hot water, snow days etc. then session or lunch fees will be not be charged.

(b) **Payment of Fees and Extras:** Nursery fees **should always be paid one month in advance** of your child taking up the session. Payments can be made by via the school gateway app, using parent pay direct via bank transfer or via childcare vouchers/salary sacrifice. It is up to the parent/guardian to inform the office manager of the TFC code or the voucher company you are paying through, so that the fees can be allocated to our school and deducted from your child's school comms' account. You will need school's Ofsted number when registering for Tax Free childcare or voucher companies. The Ofsted number is 119377

(c) **Responsibility for Payment:** Fees are the joint and several responsibilities of each person who has signed the Registration Form.

(c1) **Late Payment-** If payment is more than a month late then the head teacher may recommend withdrawal of the service.

(d) **Free Places:** Where all or part of the fees are funded by the Entitlement to 15 hours Free Early Years provision for three- and four-year olds and the extended 15 hours provision for 3- and 4-yearolds (30 hours), the fee bill will be adjusted accordingly. Parents must pay for any sessions or services provided which are not covered by the funding. We offer up to 15 or 30 hours funded childcare for three and four year olds. If you are accessing the 30 hours it is the parent's responsibility to provide the setting with the 30-hour code. You will need to reconfirm your details every three months. Failure to do so parents will be responsible for paying the bill in full.

(e) Sessional Hours: The sessional hours at the Nursery are
8.45 am to 11.45 pm (Morning Session)
12.30 pm to 3.30 pm (Afternoon Session)
8.45-3.30pm (Full Day).
11.45- 12.30 (Lunch Cover)

Early, lunch and late sessions are also available. Part sessions are not allowed, sessions can only be taken in full due to staffing ratios.

(f) Changes to nursery hours during the term- This requires not only a written request to school to ensure there is space, but once confirmed an in term changes declaration form needs completing and needs to be signed and dated by the parent/guardian.

(g) Late collections Fee: It is important that you collect your child on time. Late collection has implications for ratios and planned staff breaks. A penalty charge of £5.00 for every fifteen minutes over the allocated session time will be made for any late collections. If you arrive early for your child's session, then you will be asked to return at the correct session time.

5. Cancellation, Withdrawal and Fees in Lieu

(a) "Notice": means 4 weeks' term time only written notice delivered to and actually received by the Office Manager. No other notice will suffice. Cancellation of ad hoc sessions can be made with 24 hours' notice.

(b) Withdrawal: 4 weeks' term time only notice must be given before the child is withdrawn (including places funded by Entitlement to Free Early Years provision for three and four year olds) or 4 weeks' fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. Provisional notice is not accepted.

(c) Termination by the Nursery: The Nursery may bring the contract to an end by giving parents 4 weeks' term time only written notice.

(d) Removal: Parents may be required to remove the child temporarily or permanently if, because of the conduct of a parent or the child, it appears to the school that the continued presence of the child is incompatible with the interests of the Nursery. The Nursery operates a zero tolerance approach to abusive behaviour towards staff. There would be no refund of fees in these circumstances but fees in lieu of notice would not be charged.

6. General Conditions

(a) Disclosures: The school must be notified in writing immediately of any changes in family situations, Court orders or Situations of risk in relation to the child for which any special precautions may be needed.

(b) Child Protection: The school has a duty to report any significant concerns she might have about the safety/well-being of a child to social services.

(c) Confidentiality: Staff will be informed of sensitive issues concerning the child on a 'need-to-know' basis.

(d) Learning/Physical Difficulties: Parents will be notified if it appears to the Nursery that their child may have learning/physical difficulties. The staff are not qualified to make a medical diagnosis but may be able to assist parents in seeking help from outside agencies.

(e) Equal Treatment: The Nursery welcomes staff and children from many different ethnic groups, backgrounds and creeds. Similarities and differences are valued and respected and all children are treated equally. The Nursery will comply with the Special Educational Needs and Disability Act and will do all that is reasonable to accommodate the needs of children with disabilities.

(f) Discipline: The parents hereby confirm that they accept the authority of staff to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each child and the Nursery community.

(g) Photographs: when registering for a place at nursery parents will complete a photograph consent form.

(h) Prospectus: Although believed correct at the time of printing, the prospectus is not part of the contract. The parents confirm they have not relied on it in entering into this agreement.

(i) Insurances: The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents.

(j) Complaints: Parents who have cause for complaint in relation to any matters of safety, care or quality of education must inform staff without delay, following the Nursery complaints procedure.

(k) WLSJ School: A child at the Nursery is not guaranteed a place at WLSJ Primary School, entry to which is subject to Lancashire Local Authority admission procedures.

(l) Waiver: Any waiver of these terms and conditions is only effective if given in writing by and on behalf of the Head teacher.

(m) Jurisdiction: This contract was made at the Nursery and is governed exclusively by English Law.