

UEA NURSERY TERMS AND CONDITIONS – 2019/2020 ACADEMIC CONTRACT

1 Duration of Nursery Placement

- 1.1 Nursery places are usually allocated at the start of each University academic semester. Subject to the circumstances described below and in Paragraph 3 'Notice Period', students in the 2019/20 academic year are required to pay for a minimum of 38 weeks. Staff and those students who require a full year place are required to pay for a minimum of 45 weeks.
- 1.2 Contract lengths will be pro rata'd for children who join the Nursery part-way through the academic year.
- 1.3 Nursery places are allocated for the duration of one academic year. Note that the payment of retainer fees (described in more detail below) means that a place is guaranteed for that child at the Nursery in the following academic year.
- 1.4 Please note there is no guarantee provided by the Nursery that childcare will be available during any or all of the retainer weeks. Should childcare be required by a parent during a retainer week(s), and such childcare is available to be provided by the Nursery, the parent will be required to pay the applicable full rate for the provision of such childcare.
- 1.5 Priority for places is given to children already attending the Nursery.
- 1.6 The minimum payment per child will be 4 sessions per week.
- 1.7 **Academic Year Contracts** – Available to UEA Students only
 - Effective from the first to the last day of the University academic year (ie less than 12 months where exact dates can be located in the Dates and Opening Times Sheet)
 - Parents will be charged for a full 38 weeks which is the "Contract Period" for a 2019/20 Academic Year Contract
 - Childcare will be provided as follows:
 - 30 weeks during semesters
 - 4 weeks during Christmas and Easter vacations
 - The remaining 4 weeks of charges (2 weeks at Christmas and 2 weeks at Easter) will off-set losses arising from this short contract period
 - Where the requirement for a childcare place continues from one contract year to the next a retainer is payable equivalent to 7 weeks at 30% of the full rate. This will be charged over the summer vacation period
 - Any additional requirement for childcare will be charged at the full rate
 - A commitment to pay for the above will be required at the time of signing the Academic Year Contract
 - Students with a non-standard academic year can opt for additional weeks to reflect the length of their academic year. Parents must provide notification of the dates of the additional weeks at the time of signing the contract

2 Nursery Fees

- 2.1 Fees are payable as set out in Paragraph 1 'Duration of Nursery Placement' and in Paragraph 3 'Notice Period' and for all sessions allocated regardless of your child's level of attendance.
- 2.2 Payments are required to be made monthly in arrears, and are due within 28 days of the date of the invoice. Payment can be made by direct debit, Salary Sacrifice, childcare vouchers, tax-free childcare or by cheque. All payment arrangements should be made directly at the Cashiers Office in the Registry. The Nursery does not accept payments directly.
- 2.3 Failure to pay within 28 days of the date of the invoice may lead to your child being excluded from the Nursery except where an extension of time for payment has been granted.

3 Notice Period

- 3.1 Once the contract is signed and the Nursery place accepted if:
 - 3.1.1 Your child does not start on the agreed date for any reason, you will be liable for the equivalent of one month's fees (applicable to your contract); or
- 3.2 Your child has started at the Nursery and you wish to reduce full day sessions or withdraw completely from the Nursery prior to the end of the Contract Period the following notice will be required:
 - 3.2.1 Reduction in sessions / withdrawal effective from 13 January 2020 – notice to be given no later than the first day of the autumn academic semester
 - 3.2.2 Reduction in sessions / withdrawal effective from 20 April 2020 – notice to be given by 13 December 2019
 - 3.2.3 Reduction in sessions / withdrawal effective from 12 June 2020 – notice to be given by 20 March 2020

Please note: in the case of 3.2 above, you will remain liable for the full amount of the Nursery fees that are due under your contract until the effective date for reduction of session/withdrawal. Where withdrawal is requested for a half-day, you will be contractually obligated to pay for the full contract period unless we are able to re-sell the half-day session you would wish to reduce. If notice to reduce sessions or withdraw completely from the Nursery is not given by the notice periods described above, notice given will fall into the following notice period.

- 3.3 The Director of Sport & Commercial Services will consider any exceptional circumstances on an individual basis.
- 3.4 The Nursery will provide four weeks' notice prior to either the closure of the facilities or the requirement that a child be taken out of the Nursery except in those circumstances where it is not reasonably possible to do so (for example, in the event of adverse weather conditions, building damage or health matters) in which case as much notice as is reasonably possible will be provided by the Nursery.
- 3.5 In very exceptional circumstances, the Nursery may require the immediate removal of a child or infant in which case the standard notice period will not be applicable. For example, in the event of a threat to the health and safety of a child, removal of the child from the Nursery may, at the discretion of the Director of Sport & Commercial

Services, be the most appropriate action to be taken. Parents/guardians will have an opportunity to discuss the matter with the Nursery Manager in the event that such action is to be taken.

4 Health

- 4.1 It is your responsibility to advise the Nursery of any medical condition or additional needs which affects your child.
- 4.2 You must advise us of any food or other allergies and their severity preferably before your child joins the Nursery or as soon as they become known. Copies of relevant medical reports should be provided.
- 4.3 You must notify us of any medication which your child is taking. Nursery staff will only administer prescribed medicines and parents must complete a permission form to this effect. Prescribed medication should be in the original container, clearly labelled with the child's name and dosage and frequency of administration.
- 4.4 Young children are vulnerable to infections and contagious diseases and to ailments of various kinds. The Nursery has no facilities to care for sick children; you will therefore need to make alternative arrangements for when your child is unwell.
- 4.5 Children need to be clear of any sickness and diarrhoea symptoms for **48 hours** before returning to Nursery.
- 4.6 Children brought to Nursery suffering from a rise in temperature, sore throat, headache, rashes and discharges from eyes and ears, chicken pox or any other infectious disease will not be admitted to Nursery until the child is well. The Nursery has the discretion to temporarily exclude a child from attending the Nursery on the basis of avoiding putting other children, parents and staff at risk. Children who have been prescribed **antibiotics** will not be allowed to attend Nursery until **24 hours** after the first dose has been administered by the parent. For further information please see our Health Policy.
- 4.7 Children who become unwell while they are attending the Nursery will be sent home. Please ensure we have **up to date** contact details as well as an **up to date copy of your timetable or working pattern** so we can contact you in an emergency. It is your responsibility to ensure that the Nursery is provided with current information particularly in relation to the child's health, any medical conditions and for an emergency contact.
- 4.8 The Nursery welcomes children with additional needs and will make every reasonable effort to accommodate individual children.

5 Safeguarding

- 5.1 The Nursery complies with The Safeguarding and Welfare Requirements in the Statutory Framework for the Early Years Foundation Stage.
- 5.2 All Nursery staff have a statutory responsibility to ensure that children are safe and that their needs are being met. Consequently, if any Nursery staff have concerns regarding the protection and safety of children, these may need to be referred to and/or shared with other agencies. Parents will be involved at all stages save and except where it is not in the child's interest, and/or might put the child at further risk.

6 General Conditions

- 6.1 The UEA Nursery is operated as a private Nursery.
- 6.2 Please ensure that you collect your child promptly at the end of their booked session as per the published Nursery session times. The Nursery reserves the right to charge a late collection fee, or exclude the children of persistent late-comers.
- 6.3 In order to maintain the high quality of care for all of the children in the Nursery, with the agreement of the Director of Sport & Commercial Services, we reserve the right to temporarily suspend or permanently exclude any child whose behaviour the Nursery Manager considers disruptive or potentially harmful to the other children.
- 6.4 Although great care is taken at all times, neither the Nursery nor the University will be liable for any loss of or damage to children's personal belongings.
- 6.5 If the Nursery has to close, or we take the decision to close, due to events or circumstances outside the reasonable control of the Nursery, we will be under no obligation to provide alternative childcare facilities to you during that closure. The full fee is payable regardless of days missed due to for example **adverse weather conditions, building damage or health matters**. This applies to all children whether attending full or part-time.
- 6.6 The Nursery complies with the General Data Protection Regulation (GDPR) 2018. Parents or guardians may request copies of the personal data held by the Nursery relating to them or their child for which the Nursery may charge a fee.
- 6.7 Subject to the rights of the Nursery to approve amendments to the Parent Guide and amendments from time to time to its Policies and Regulations, as specified in these Terms and Conditions, no variation of these Terms and Conditions shall be binding, unless it is in writing and signed by an authorised representative of the Nursery and the parent.
- 6.8 These Terms and Conditions supersede all prior agreements and understandings between the parent and the Nursery relating to the Nursery operation and constitutes the entire contract relating to the operation of the Nursery save and except for the Parent Guide and Nursery Application form ('Application for Childcare Place').
- 6.9 These Terms and Conditions are not intended to create any right enforceable by any third party not a signatory to this contract.