



## **Wise Owls Nursery School - Parent Contract and Terms and Conditions**

To enable Wise Owls Nursery School (WONS- as defined below) to provide and maintain the highest quality standards of childcare services, it is necessary for all Parents/Guardians to understand and agree to the following Terms and Conditions. These Terms and Conditions relate to the Contract between WONS and the Parent/Guardian in respect of provision of the childcare Services at the Nursery, as identified on the Contract.

### **1. Definitions and interpretation**

The following words/defined terms shall be used in these Terms and Conditions.

'Child' means the child to be placed at the Nursery, for the Sessions, as identified in the Contract; 'Complaints Procedure' means the complaints/dispute procedure of WONS, as notified to the Parent/Guardian as part of the Policies; 'Contract' means the contract between WONS and the Parent(s)/Guardian(s), as governed by these Terms and Conditions and any other Policies and other written documentation referred to in these Terms and Conditions; 'Deposit' means the deposit payable to WONS by the Parent/Guardian to hold the place of the Child at the Nursery, as specified in WONS confirmation of reservation of the Child's place in accordance with Clause 2; 'Registration fee' means the registration fee payable to WONS by the Parent/ Guardian to book the place of the child at the nursery, as specified in WONS confirmation of reservation of the Child's place in accordance with Clause 2; 'WONS' means Wise Owls Nursery School Ltd, a company registered in England and Wales under number 9416818 and whose registered office is at 28 Fourth Ave, Hove BN3 2PJ; 'Fees' means the fees payable by the Parent/Guardian to WONS in connection with the Child's place at the Nursery and the Services provided, as identified on the Fee Sheet, as applicable from time to time during the term of the Contract; 'Fee Sheet' means WONS's fee sheet, detailing fees relevant to the Nursery, as issued by WONS from time to time during the term of the Contract; 'Form' means the nursery application form completed online via Famly app by the Parent/Guardian in connection with each Child that is to attend the Nursery identified on the form, which is subject to these Terms and Conditions and any amendments/variation made in accordance with these Terms and Conditions; 'Nursery' means the nursery operated by WONS, to which the Child is anticipated to attend and attends, in accordance with these Terms and Conditions, as identified on the Form; 'Nursery Directors' means the Directors at the Nursery to which the Child is anticipated to attend and attends; 'Parent(s)/Guardian(s)' means the parents/guardians or person with parental responsibility for the Child, as set out on the Form; 'Policies' means the policies and procedures of WONS, as issued and/or made available by WONS to the Parents/ Guardians from time to time during the term of this Contract; 'Rooms' means the rooms in the Nursery where the Child is to be placed, depending on their age and other factors, as determined by the Nursery Directors (at their discretion); 'Services' means the services to be performed by WONS in connection with this Contract, including the provision of childcare and related educational services, as described in these Terms and Conditions and as may be detailed on the Fee Sheet; 'Sessions' means the sessions run at the Nursery, generally being morning or afternoon, full day, school day or extended School day sessions; 'Start Date' means the start date, or anticipated start date, of the Child at the Nursery, as set out on the contract, and as further detailed in Clause 6

### **2. Application, Deposit and registration fee**

2.1 In order for the Parent/Guardian to book a Child's place with the Nursery, the Parent/Guardian shall be required to pay a registration fee and deposit to the Nursery and sign the contract, to confirm that the Parent/Guardian wishes to book a Child's place with the Nursery, on these Terms and Conditions. If the Parent/Guardian pays the registration fee and deposit to secure a Child's place with the Nursery, then the Parent/Guardian shall be deemed to have accepted these Terms and Conditions in full, even if they do not send back a signed contract.



2.2 WONS shall be entitled to accept a Parent/Guardian's offer to book a Child's place with the Nursery, at its discretion. A contract for the provision of the childcare Services by WONS at the Nursery shall only come into existence once the Parent/Guardian has paid the registration fee and deposit and accepted these Terms and Conditions in accordance with Clause 2.1 and WONS has issued confirmation in writing (including by email) that WONS has accepted the Parent/Guardian's offer and the Child can be placed at the Nursery.

2.3 On the acceptance of the offer of a place at the Nursery in accordance with Clause 2.2 and payment of the registration fee and deposit, the Contract shall come into existence between WONS and the Parents/Guardians. The registration fee is non-refundable. The deposit is non-refundable if the Child does not start with the Nursery as anticipated. The deposit is not deductible from the first month's Fees and the Parent/Guardian is responsible for paying the Fees from the Start Date, in accordance with Clause 3 below.

#### 2.3.1 EYFE Deposit Exceptions

Notwithstanding Clause 2.3 above, the following exceptions shall apply in relation to deposits for children accessing funded places:

- a) Where a family accesses a stand-alone Early Years Free Entitlement (EYFE) funded place, WONS may require a £50 reduced deposit. Such deposit shall be fully refundable following a minimum of thirty (30) days attendance, provided all Terms and Conditions have been complied with.
- b) For children accessing Disadvantaged Two-Year-Old Funding, WONS reserves the right, at its discretion, to waive or reduce the deposit requirement, subject to confirmation of eligibility and receipt of a valid E-number issued by the Local Authority.
- c) Any variation to deposit requirements for funded places shall not affect the Parent/Guardian's responsibility to comply with all other payment obligations under this Contract.

2.4 Provided all other Terms and Conditions of this Contract have been complied with by the Parent/Guardian during the term of the Contract, the deposit will be returned to the Parent/Guardian upon termination of the Contract in accordance with Clause 6 by way of deduction on the final invoice for Fees issued by WONS (or return by way of payment method if the return of the deposit is a greater amount than the final invoice value).

### **3. Fees and Payment**

3.1 Payment of Fees for the Child's attendance at the Nursery shall be made by the Parent/ Guardian on a monthly basis, in advance, by bank transfer (or other agreed means of payment, including Tax Free Childcare or Childcare vouchers), by the 28th of the month.

3.2 Failure to pay the full amount by the 28th will result in an immediate late payment fee of £20 and a charge of £2 per additional day that the payment remains outstanding.

3.3 All fees are subject to an annual review; however, WONS reserves the right to increase the fees at other times upon giving two (2) calendar month's written notice to the Parent/ Guardian.

3.4 Full payment of fees is required even if the Child is absent from nursery due to illness or personal holiday.

3.5 A discount is offered to siblings of children already attending the Nursery. When a second child joins the nursery, the oldest child will receive a 10% discount on their fees. Any discounts offered will be confirmed in writing by WONS at the time WONS issues its confirmation of booking of places of additional children at the Nursery.



3.6 If a Parent/Guardian wishes to change the nursery sessions that their child attends they must request this in writing to the Nursery Directors. If the request is to reduce the number of sessions, one calendar months' written notice is required before the reduced fees apply to the reduced number of sessions. Failure to provide notice will render the Parent/Guardian liable for one calendar month's fees for the cancelled sessions. All other requests will be accommodated as and when the availability arises (if possible) and will be charged from that date.

3.7 If extra one-off Sessions are booked by a Parent/Guardian with the Nursery, these will be invoiced by WONS in the following month's statement invoice and payable in accordance with Clause 3.1. If extra one-off Sessions are booked by a Parent/Guardian with the Nursery, these will be invoiced by WONS in the following month's statement invoice and payable in accordance with Clause 3.1

3.8 There are separate Fees applicable to each age range which are based on the resources required for different age groups (see Fee Sheet). Fees will be recalculated automatically by WONS when a child moves rooms and will be effective from 1st of the month after the child's birthday. Although guidelines for ages within the rooms are given, these are not definitive. The decision as to when a child moves room will be based upon the individual circumstances of the child, their stage of development and available resources, as determined by the Nursery Directors (at their discretion, considering all relevant factors).

3.9 The fees include the charges for the services, together with the provision of food/refreshments, outings, consumables (e.g. paint, coloring materials and activities at the nursery) sun cream and nappy changing.

3.10 The fees do not include the holding of the child after the end of a session when no Parent/Guardian arrives to collect the child or damage to property caused by the child.

3.11 A late collection fee will be charged.

#### **4. Services**

4.1 WONS shall provide the services with all reasonable skill and care and in accordance with applicable laws and accepted industry practice, standards and guidelines.

4.2 The Parent/Guardian acknowledges that WONS can only perform the services to its best ability if the Parent/Guardian provides WONS with relevant information relating to the Child and complies with its responsibilities (as set out in Clause 5) and WONS shall therefore not be liable in relation to any delay, non-performance or incorrect performance of the services where this has been based on information provided by the Parent/Guardian and/or the Parent/Guardian not complying with its responsibilities set out in these Terms and Conditions.

4.3 WONS reserves the right to alter the manner in which the Services are provided over the term of the contract. If such alteration would have a significant impact on the services provided, then WONS shall provide written notice of such a significant change to the Parent/ Guardian.

4.4 WONS shall be entitled to use the information provided to it by the Parent/Guardian (in accordance with Clause 17 below) for the purposes of registering/maintaining its registration as an Early Years Provider, as required by the relevant authorities.

4.5 The Policies of WONS shall be incorporated into this contract, as if attached to these Terms and Conditions, as varied from time to time by WONS and as communicated and/or made available to the Parent/ Guardian.



## 5. Parent/Guardian responsibilities

5.1 The Parent/Guardian shall provide to WONS all relevant information relating to the Child (in writing) in order for WONS to provide the services, including (but not limited to):

5.1.1 Requirements of the child in terms of nutrition, diet and allergies.

5.1.2 Any behavioral issues of the child.

5.1.3 Whether the child should participate / be exempt from any activities that may occur at the Nursery.

5.1.4 Any religious practices that the child should participate / be exempt from.

5.1.5 Medical information concerning the child, including (but not limited to) information relating to the child's current medical health, any illnesses or diseases the child suffers from and medication the child takes (including how, when and quantities in which such medication is taken) and details of the child's GP and other health providers (including contact details).

5.1.6 Any information concerning special educational needs, disabilities or additional support requirement that the child has.

5.2 The Parent/Guardian shall also provide updates to the information detailed in Clause 5.1 to WONS upon any such information changing. The Parent/Guardian acknowledges that if this information is not updated, or there is a delay in updating this information with WONS, then WONS may not be able to provide the services and WONS shall therefore not be liable in the event that the services cannot be provided in accordance with these Terms and Conditions and/or there is a delay or poor performance of the services due to the Parent/Guardian not providing the information detailed in Clause 5.1, or delays in doing so.

5.3 The Parent/Guardian shall provide the Nursery with the details of at least two (2) emergency contacts who are not the Child's Parent(s)/Guardian(s). Such contacts must be authorised to act on the Parent/Guardian's behalf in the event of an emergency where the Parent/Guardian cannot be reached. The Parent/Guardian shall ensure that all emergency contact details remain accurate and up to date and acknowledges that failure to provide valid emergency contacts may affect the Nursery's ability to respond appropriately in an emergency.

5.4 Where WONS receives instructions/information from one Parent/Guardian (where more than one Parent/Guardian is listed on the contract, this shall be deemed as instructions/information from each Parent/Guardian on the contract and authority for WONS to act in accordance with that instructions/information. WONS shall not be liable in any way in respect of its actions on account such instructions/information where this is not agreed to between the Parents/Guardians and this is entirely a matter between the Parents/Guardians to resolve between them.

5.5 The Parent/Guardian shall ensure that the child is brought to the nursery in a timely fashion (in accordance with the opening hours at the nursery (08:15 to 16:00) and collected prior to the end time of the child's session, as detailed in the form or as agreed between the Parent/ Guardian and the Nursery Directors.

5.6 The Parent/Guardian shall notify the Nursery as soon as reasonably practicable if the Child is to be absent for any reason, including illness, holidays or other unforeseen circumstances. In accordance with EYFS statutory safeguarding requirements, the Nursery reserves the right to monitor attendance, follow up unexplained or prolonged absences, and to attempt contact with the Parent/Guardian and



alternative emergency contacts where a Child fails to attend without notice. Where a Child is absent for a prolonged period or where the Nursery is unable to establish contact with the Parent/Guardian, the Nursery may take appropriate safeguarding action, including referral to relevant statutory agencies where required.

5.7 The Parent/Guardian is responsible for paying the fees due under this Contract.

5.8 Should there be a complaint about the service provided to your child and or you the Parent/ Guardian should raise this verbally in the first instance to the Lead Practitioner of your child's area. If this is not resolved, then the next stage is to speak to the Nursery Directors.

5.9 Parents/ Guardians should not make detrimental comments about WONS on Social Media (see clause 6.7).

## **6. Cancellation/termination of Contract**

6.1 After the application has been accepted by WONS in accordance with Clause 3, then the Parent/Guardian cannot cancel the booking unless in accordance with this Clause 6. If a Parent/Guardian wishes to cancel a booking for a child's place at a Nursery after WONS has issued its written confirmation of a place in accordance with Clause 3 then the Parent/ Guardian shall forfeit its Deposit. WONS shall be entitled to withhold its acceptance of the Parent/Guardian's application, and the Parent/Guardian may withdraw its offer to book a place at the Nursery at any time up to WONS issuing its written confirmation of acceptance of the Parent/Guardian's application for a place for their Child at the Nursery.

6.2 After the Contract is formed between the parties in accordance with Clause 3, the Child's Start Date may only be deferred by the Parent/Guardian by a maximum of one (1) month. Requests to defer the Child's Start Date should be made in writing to the Nursery Directors.

6.3 After the Contract is formed between the parties in accordance with Clause 3, either party may terminate this Contract by the service of two (2) calendar months' notice in writing to the other. During that said two (2) month period, the Nursery undertakes to continue to admit the Child and the Parent/Guardian undertakes to pay all Fees due. In the event of the Parent/Guardian failing to pay all Fees as they fall due, then in addition to the other remedies available to WONS under these Terms and Conditions, the Child's place shall be immediately withdrawn and the Nursery shall be entitled to serve a formal demand for payment of such monies and may refuse entry of the Child onto the Premises.

6.4 In the event of the Parent/Guardian giving notice of withdrawal of the Child and immediately withdrawing the said Child from the Nursery, then there shall be due to WONS two (2) calendar month's Fees in lieu of notice. Failure by the Parent/Guardian to provide two (2) calendar months' notice or any notice at all shall render the Parent/Guardian liable to pay WONS for two (2) month's Fees.

6.5 Notice of termination must be in writing or email to the Nursery Directors at the address/email address of the Nursery

6.6 If in the reasonable opinion of the Nursery Directors or person of similar standing or authority it is considered that the continued presence of the Child is detrimental to the health, safety or well-being of the Child, other children in the Nursery or to WONS's employees, then WONS may serve notice to the Parent/Guardian requiring the Child to be immediately removed from the Nursery and the requirement for two (2) calendar months' notice as referred to in Clause 6.3 above shall not apply, but WONS shall still be entitled to receive payment of two (2) month's Fees in lieu of notice as referred to in Clause 6.4. Behavior that would constitute an issue entitling WONS to invoke this Clause 6.6 would include (but is not limited to) assault (either verbal or physical) of a member of WONS staff or another child or parent/guardian or any comments (written or oral) which could damage the reputation of WONS, or where the Child does not comply with any reasonable instructions of the staff at the Nursery, and/or the Updated January 2026 v1.4



Child acts or behaves unreasonably or in an offensive manner, and/ or causes harm or is likely to cause harm to other children, parents/guardians of members of staff of WONS.

6.7 If in the reasonable opinion of the Nursery Directors or person of similar standing or authority it is considered that the behaviour of either Parent/Guardian is detrimental to the health, safety or well-being of any Child or employee in the Nursery, or to other children or parents/guardians attending the Nursery, then WONS may serve notice to the Parent/Guardian requiring the Child to be immediately removed from the Nursery and the requirement for two (2) calendar months' notice as referred to in Clause 6.3 shall not apply, but WONS shall still be entitled to receive payment of two (2) month's Fees in lieu of notice as referred to in Clause 6.4. Behaviour that would constitute an issue entitling WONS to invoke this Clause 6.7 would include (but is not limited to) assault (either verbal or physical) of a member of WONS staff or another child or parent/guardian or any comments (written or oral such as on Social Media) which could damage the reputation of WONS, or where the Parent/Guardian does not comply with any reasonable instructions of the staff at the Nursery, and/or the Parent/Guardian acts or behaves unreasonably or in an offensive manner, and/or causes harm or is likely to cause harm to other children, parents/guardians of members of staff of WONS.

6.8 WONS shall also be entitled to terminate the Contract immediately on written notice to the Parent/Guardian if:

6.8.1 the Parent/Guardian commits a material breach of the terms of the Contract and fails to remedy that material breach (if capable of remedy) within thirty (30) days of notice of such material breach; or

6.8.2 The Parent/Guardian becomes bankrupt or insolvent.

6.9 In the event of termination of this Contract, there shall be no refund of a Deposit or other Fees paid if the Contract is terminated in accordance Clause 6.1 where cancellation is issued after the confirmation notice has been issued, or in accordance with Clauses 6.7, 6.8 or 6.9.

## **7. Liability**

7.1 WONS shall not be liable to the Parent/Guardian and/or the Child for any loss of business, loss of contracts, loss of profit or income or depletion of goodwill, loss of financial gains, in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.

7.2 WONS does not attempt to exclude or limit its liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded as a matter of law.

7.3 Subject to Clauses 7.1 and 7.2, WONS will compensate the Parent/Guardian for any loss or damage the Parent/Guardian and/or Child may suffer if WONS fails to carry out duties imposed on it by law (including if WONS causes death or personal injury by its negligence) unless that failure is attributable to:

- 7.3.1 the Parent/Guardian or the Child's own fault.
- 7.3.2 a third party unconnected with the provision of the Services under this Contract; or
- 7.3.3 events which WONS could not foresee or forestalled even if we had taken all reasonable care.

7.4 Any direct losses that WONS may be held liable for shall not exceed the amount of Fees paid or payable by the Parent / Guardian in the period of twelve (12) months prior to the date any such liability is incurred, under these Terms and Conditions.



7.5 WONS shall not be liable to the Parent/Guardian and/or the Child for any losses due to circumstances beyond its reasonable control in accordance with Clause 8 below.

### **8. Force majeure**

8.1 WONS shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including (but not limited to) acts of God, adverse weather conditions (including snow, flood, etc.), outbreak of disease (e.g., swine flu, coronavirus, etc.), damage to ability to provide utilities or failure of utilities or service providers, damage to buildings of the Nursery and/or its contents caused by third parties, closure of the Nursery by local authorities or other bodies with appropriate authority, prevention of access to the Nursery due to neighboring buildings or an event outside of WONS's control, strike or threat or terrorist action ("Force Majeure Event"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non- performance continues for four (4) weeks, the Parent/Guardian may terminate this Contract by giving fourteen (14) days' written notice to WONS.

8.2 If there is a Force Majeure Event, then it is agreed that payment of the Fees by the Parent/Guardian to WONS shall be treated in the following way:

8.2.1 if the Nursery can operate notwithstanding the Force Majeure Event, then if the Parent/Guardian decides not to bring the Child into the Nursery, then full payment of the Fees due will be required in accordance with Clause 3.

8.2.2 if the Nursery cannot operate due to the Force Majeure Event, then WONS shall charge the Parent/Guardian 50% of the usual fees for those Sessions that the Nursery cannot operate when the Child was due to attend at the Nursery and shall be deducted from the end of month statement invoice due to be raised at the end of that calendar month in which the Force Majeure Event prevented the Nursery from operating in accordance with this Clause 8.

### **9. Non-solicitation of staff**

9.1 The Parent/Guardian hereby agrees that during the term of this Contract, and for the period of six (6) months following its termination (howsoever terminated), that he/she will not seek to employ, entice away or attempt to entice away from the employment of WONS any person or persons employed by WONS at the date of termination of the Contract between WONS and the Parent/Guardian or any person or persons who was employed by WONS in the six (6) months preceding the date of termination of the Contract between the Parent/Guardian and WONS.

9.2 If notwithstanding the provisions of Clause 9.1 the Parent /Guardian shall employ, entice away or attempt to entice away any person as therein referred to then he/she shall indemnify WONS in respect of all costs incurred by WONS as a result of breach of Clause 9.1, to include (but not be limited to) the cost of replacing the said member of staff, agency fees for cover staff, advertising costs, management time for recruitment and selection and all such other costs reasonably and necessarily incurred by WONS in replacing the member of staff, together with all legal fees and disbursements. A minimum fee of £2000 will be payable to WONS by the Parent/Guardian on account of these costs.

### **10. Hours of opening**

10.1 The Nursery is open 47.5 weeks of the year. Please refer to our term dates.

10.2 The hours of opening are from 08:15 to 16:00. It is important that all children are collected by the given closing time of the Nursery as any delays will require staff to work overtime and may result in higher costs and therefore Fees for all parents/guardians.



10.2.1 A late collection fee will be charged. Please refer to our fee sheet.

## **11. Health/Sickness**

11.1 To ensure the welfare of all children and staff, WONS reserves the right to refuse admission to any Child, who in the opinion of the Nursery Directors is too unwell to attend.

11.2 If a Child is taken ill whilst at the Nursery, every effort will be made to contact the Parent/Guardian on the emergency contact numbers provided. Notification of any changes to these numbers should therefore be made to the Nursery Directors in writing immediately or via Famly.

11.3 WONS reserves the right to seek medical attention for a Child in an emergency. In the event of an emergency and WONS not being able to contact the Parent/Guardian (or not being able to contact the Parent/Guardian within a reasonable period of time), the Parent/ Guardian hereby provides their consent to WONS to obtain any medical and/or dental care and treatment (including the administration of anesthetic and/or carrying out any emergency surgical procedures), unless the Parent/Guardian specifically provides notice in writing to WONS that it does not wish any such treatment to be provided for the Child. If the Parent/Guardian provides such written notice to WONS then WONS shall not be liable or responsible in any manner in connection with any loss, injury or other circumstances caused by WONS inability to obtain treatment or care for the Child due to the written notice of the Parent/Guardian.

11.4 If a Child is suffering from or is suspected to be suffering from a communicable illness, the Child should remain at home until a doctor has certified that the Child is fit to return to Nursery.

11.5 The Parent/Guardian also hereby provides its consent to WONS administering prescribed or proprietary medicines whilst performing the Services and will not be liable for any adverse effects when administering such prescribed or proprietary medicines in accordance with the instructions / information provided by the Parent/Guardian in accordance with Clause 5 and/or and guidelines provided the Child's GP's.

## **12. Personal safety and security**

12.1 WONS cannot accept responsibility for accidents and/or injury to children before they enter, or once they have left, the Nursery.

12.2 In the interests of safety and security, Parents/Guardians must not allow unauthorised people to enter the Nursery premises (including other parents/guardians) and must close and lock gates/doors behind them.

## **13. Personal property and valuables**

13.1 WONS cannot accept responsibility for the damage or loss to any personal property (e.g. clothes or toys) brought into the Nursery. It is therefore advised that valuable items are not brought into Nursery.

13.2 WONS shall from time to time request certain clothing to be provided for various activities that may be undertaken by a Child at the Nursery on a given day. The Parent/Guardian agrees to provide such clothing (including indoor and/or outdoor clothing) and shall not hold WONS liable in respect of any damage or soiling of clothing in any event.



## **14. Policies and procedures**

14.1 A copy of WONS's relevant Policies and procedures is available for Parents/Guardians to read at the Nursery. This also contains details of the Complaints Procedure, which must be followed by Parents/Guardians in the event of any complaint or dispute between the parties.

## **15. Variation**

15.1 There shall be no variation of this Contract unless it is in writing and issued by WONS in accordance with this Clause 15.

15.2 Employees of WONS are not authorised to bind WONS in respect of and variations of any terms of this Contract (except the Nursery Directors who is authorised to adjust the attendance schedule of the child at the Nursery), or entering into agreements (be they oral or written) with the Parent/Guardian as to payment schedules of current Fees or arrears of Fees (including, but not limited to, acceptance of any offer as to the payment of Fees or arrears of Fees other than in accordance with these Terms and Conditions), and/or any representation as to the rights of WONS to take legal or other proceedings.

15.3 WONS shall be entitled to update and make variations to these Terms and Conditions at any time, on providing written notification to the Parent/Guardian. If the Parent/Guardian does not provide written notice to WONS within one (1) months of the issue of the varied Terms and Conditions that he/she does not accept the varied Terms and Conditions, then the varied Terms and Conditions shall apply from the end of that one (1) month period. (1) month applies only to EYFE-funded hours; two months applies to private hours

## **16. General Data Protection Regulations**

16.1 WONS takes the protection of personal data very seriously and shall only process data about the Parent/Guardian, or the Child, in accordance with this Clause 16 and in accordance with the General Data Protection Regulations (GDPR) and GDPR Data Protection Policy of WONS issued from time to time.

16.2 WONS will collect personal data about the Parent/Guardian and the Child on the Forms, together with any other format that information that the Parent/Guardian may provide to WONS in accordance with this Contract, which shall be used for WONS's administration purposes and for providing the Services under this Contract. WONS will use such personal data in order to contact the Parent/Guardian about matters relating to its Services, as well as potential outings / events and other issues that may arise during a Child's registration with WONS (including contact in an emergency). WONS are obliged to hold his type of data to meet our legal obligations WONS shall not pass personal data collected on to any other third party, unless it is necessary to do so in order for us to perform the Services and ensure the Child receives the best care possible (including in an emergency, and to meet its legal obligation to comply with the law e.g. Safeguarding). By providing WONS with such personal data, the Parent/Guardian hereby gives it/their consent to WONS using the personal data in this way and to forward its newsletter.

16.3 WONS will also collect personal data about the Child, including relevant sensitive personal data, as set out in the Form and any other information the Parent/Guardian and/or Child may provide to WONS.

16.4 WONS will also collect personal data relating to the Child whilst WONS operates CCTV in the Nursery, which has been installed for the purposes of ensuring the safety of the children in the Nursery and the Parent/Guardian hereby provides its consent for such CCTV to be in operation in the Nursery for this purpose. The personal data collected in this manner will only be used by WONS for the purposes of vital interest for complying with the law e.g. safeguarding the children and staff, and performing the Services and administering a Child's registration and shall not be passed to any other third party or



processed in any other manner. WONS may be required to pass some personal data about a Child to meet its legal obligations to safeguard children, to its agents or sub-contractors to enable WONS to perform the Services; however, this is only on a strictly need-to-know basis. By providing WONS with a Child's personal data, the Parent/Guardian gives its consent to WONS using a Child's personal data in this way.

16.5 The Parent/Guardian are entitled to a copy of the information WONS holds about them and/or the Child under the GDPR. The Parent/Guardian also has the right to ask WONS to amend any incorrect data held about the Parent/Guardian and/or the Child by WONS, which the Parent/Guardian can do by writing to WONS at the address of the Nursery, marked for the attention of the Nursery Directors.

## **17. General**

17.1 If any provision contained in these Terms and Conditions is held to be illegal, invalid, void or unenforceable by any court or body of competent jurisdiction, it will be severable and will be deemed to be deleted from these Terms and Conditions and will not affect the validity of enforceability of other provisions in these Terms and Conditions.

17.2 These Terms and Conditions (and any variations agreed between the parties in writing and documents referred to in these Terms and Conditions, including the Policies) constitute the entire agreement between the parties and supersede any previous agreement between the parties in relation to the subject matter of these Terms and Conditions.

17.3 Any failure or delay by WONS in enforcing or exercising any of the terms of rights or powers arising under these Terms and Conditions shall not constitute a waiver of those terms or rights or powers and shall not affect WONS's right to enforce or exercise them at some later stage.

17.4 Any notices to be served in accordance with these Terms and Conditions must be served personally or by recorded delivery mail. All invoices and notices served by WONS will be sent to the Parent/Guardian at the address on the Form or email (at WONS discretion) such other address that has been notified to WONS in writing. All notices to be served by the Parent/Guardian shall be sent to its registered office address and such notices shall be deemed to take effect only when acknowledged by WONS in writing.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 These Terms and Conditions are governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

## **18. Early Years Free Entitlement**

### **18.1 Eligibility and Funded Hours**

Universal EYFE (15 hours) is available from the term following a child's third birthday, and Working Family (30-hour) funding is available from 9 months of age, subject to eligibility and a valid code. EYFE hours are offered between 08:15 and 16:00 for children aged 9 months to 3 years, and between 09:00–15:00 or 08:15–12:15 from the term after a child turns 3. Funded hours are subject to availability and Wise Owls Nursery School's operational model.

### **18.2 Funding Codes and Parental Responsibilities**

Parents/Guardians are responsible for obtaining and maintaining a valid Working Family Code or E-number (as applicable), ensuring that the code is submitted and verified by the published deadline. Failure to provide a valid or reconfirmed code by the deadline will result in full fees being charged until eligibility is confirmed. Each child must have their own unique code, and siblings cannot share codes.



#### 18.3 Voluntary Contributions and Opt-Outs

From the term after a Child turns 3 years old, Wise Owls Nursery School may request a voluntary parental contribution to cover costs not met by government funding (including, but not limited to, meals, snacks, consumables and trips). Any voluntary parental contribution is entirely optional, and access to funded hours shall not be made conditional upon payment of such contribution. Where a Parent/Guardian elects to opt out, they shall be responsible for providing all required consumables and meals in line with the Nursery's healthy eating policy, and the Child may not have access to certain non-essential enrichment activities that fall outside the funded early education entitlement.

#### 18.4 Attendance, Notice and Changes

A minimum of one (1) month's written notice **is** required for any withdrawal or reduction of EYFE funded hours. Any changes to attendance affecting EYFE must be recorded on a signed Change of Attendance Form. Where insufficient notice is given, any funding shortfall will be charged to the parent/guardian. One month applies only to EYFE-funded hours; two months applies to private hours.

#### 18.5 Additional Funding Streams

Where eligible, Wise Owls Nursery School may claim Disability Access Fund (DAF), Additional Support Funding (ASF), or Early Years Pupil Premium (EYPP) to support children's access, inclusion and learning. These funds are paid to the setting and not to parents directly.

#### 18.6 Reference to Full EYFE Policy

This clause summarises Wise Owls Nursery School's approach to EYFE funding. For full details of funding eligibility, attendance structure, deadlines and procedures, please refer to our Early Years Free Entitlement (EYFE) Policy, available online at <https://www.wiseowlsnurseryschool.co.uk/safeguarding-policies> or upon request. The EYFE Policy forms part of this contract and is binding.

#### 18.7 Funding Code Submission, Deadlines and Attendance Changes

Parents/Guardians shall be responsible for providing all information required to validate Early Years Free Entitlement (EYFE) or Extended Entitlement funding accurately and within the published deadlines, including (where applicable) a valid Working Family Code, a valid E-number issued by the Family Information Service, the Parent/Guardian's National Insurance number, the Child's date of birth, and a signed Parent Declaration Form for each academic year. Each Child must have their own unique funding code, and funding codes may not be shared between siblings under any circumstances.

Funding eligibility is determined in accordance with national and Local Authority termly deadlines. Where a valid funding code is not received, validated or reconfirmed by the applicable deadline, Wise Owls Nursery School shall be unable to claim funding for that term, and full nursery Fees shall apply until eligibility is confirmed.

Any changes to a Child's attendance pattern that affect funded hours must be recorded on a signed Change of Attendance Form. Where changes are submitted after Local Authority cut-off dates, funding adjustments may not take effect until the following term.

Where a funding code expires mid-term, Brighton & Hove City Council shall determine whether funding may continue under grace period rules. If funding ceases following expiry or failure to renew a code, the Parent/Guardian shall be liable for full Fees until a valid code is reinstated.

The Nursery may use approved digital platforms to store funding declarations and eligibility evidence.



## 18.8 Audit, Overpayments and Recovery of Funding

Wise Owls Nursery School reserves the right to validate funding information via the Local Authority funding portal prior to submitting headcount or adjustment claims. Brighton & Hove City Council may audit EYFE and Extended Entitlement claims at any time, and funding is subject to post-submission review.

Where funding is reduced, withdrawn or reclaimed by the Local Authority due to inaccurate, incomplete or late information provided by a Parent/Guardian, changes in attendance, or expired or invalid funding codes, the Parent/Guardian shall remain responsible for any resulting shortfall. Wise Owls Nursery School further reserves the right to recover from the Parent/Guardian any funding reclaimed following audit or review.

Attendance records, Parent Declaration Forms and supporting documentation shall be retained in accordance with Local Authority requirements.

## 18.9 Stand-Alone Early Years Free Entitlement (EYFE) Places

Where a Child attends the Nursery under a stand-alone Early Years Free Entitlement (EYFE) funded place, no voluntary parental contribution shall be required as a condition of access to funded hours. In such circumstances, the Parent/Guardian shall be responsible for providing all required consumables, including (but not limited to) nappies, wipes, suncream and meals, in accordance with the Nursery's policies.

The Parent/Guardian acknowledges that Children attending under a stand-alone EYFE place may not have access to certain non-essential enrichment activities, outings or additional services that fall outside the funded early education entitlement.

Parent/Carer Please indicate your child's attendance pattern required:

	<b>Breakfast Club</b> (08.15-09.00)	<b>Morning Session</b> (08.15-13.15)	<b>Core Teaching Day</b> (09.00-16.00)
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			
<b>Friday</b>			

I wish to enroll my child at Wise Owls Nursery School with the start date of \_\_\_\_\_

Please return to:

Wise Owls Nursery School, 15 Park Crescent Place, Brighton BN2 3HF.  
Tel: 01273 232 308  
Email: [info@wiseowlsnurseryschool.co.uk](mailto:info@wiseowlsnurseryschool.co.uk)

**ACCEPTANCES** a. The above terms and conditions are fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect. b. The parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same. This agreement must be signed by all persons with Parental Responsibility and/or those who are accepting responsibility for paying fees. Your childcare may only commence once payment of the first invoice, or a minimum of one month's fees has been made.



I have read and understood the terms and conditions, and I agree to be bound by them and any other relevant booking terms and conditions that are issued from time to time.

SIGNED: \_\_\_\_\_  
-----

PRINT NAME: \_\_\_\_\_  
-----

DATE: \_\_\_\_\_  
-----

(Parent/Legal Guardian)

SIGNED: \_\_\_\_\_  
-----

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

(Parent/Legal Guardian)

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

(On behalf of Wise Owls Nursery School)