The Willows Day Nursery Terms & Conditions

Effective from: October 2026

Thank you for choosing The Willows Day Nursery (Brighouse) Limited. It is important to us that you feel fully informed and satisfied with the care and early education your child receives at the nursery. By accepting our services and registering with us you confirm that you have considered our provision and believe it meets your child's individual needs and accept our Terms and Conditions.

The following terms and conditions (and the documents referred to herein) constitute your entire contract with The Willows Day Nursery (Brighouse) Limited (**The Willows**, the **Nursery**, **Us** or **We**), (with registered office at 42 Upper Berkeley Street, London, W1H 5QL) for childcare services (**Services**). These terms and conditions should be read together with our Policies and Procedures, available on the Famly platform.

1. **OPENING TIMES AND AGE OF ADMITTANCE**
   - 1.1. The Nursery caters for children from three months to five years of age.
   - 1.2. The Nursery complies with the mandatory standards outlined in the Early Years Foundation Stage (**EYFS**) statutory framework.
   - 1.3. The Nursery is open from 06:45am to 6:00pm, Monday to Friday, for 51 weeks of the year. The Nursery is closed on all statutory/bank holidays and during the Christmas closure period as set out in clause 15.1 below).
   - 1.4. Subject to your booked sessions timings, children may arrive from the start of their session and must be collected by the time their session ends. Parents and carers must ensure they arrive and collect within these times, to maintain staffing ratios and comply with our safeguarding responsibilities.
   - 1.5. Arrival and collection times are recorded. Persistent lateness may lead to further discussion with the manager of the Nursery ("Manager") and application of late collection charges.

2. **REGISTRATION, ADMISSION AND MINIMUM ATTENDANCE**
   - 2.1. To register your child, you must fully complete the Nursery's registration and consent forms and pay the applicable registration fee and deposit.
   - 2.2. A non-refundable registration fee of £50 is payable per child for fee-paying places. This covers administrative costs and contributes to the cost of settling-in sessions.
   - 2.3. A refundable deposit of £100 per child is also payable on acceptance of a place. Your child's place is not guaranteed until the registration fee and deposit have been paid and written confirmation of the place has been issued by the Nursery.
   - 2.4. A minimum booking of 1 fixed session per week (one full day) is required for fee-paying places, unless otherwise agreed with the Manager. Additional days may be requested subject to availability.

2.5. We reserve the right to refuse admission or terminate our contract with you if information provided on registration is found to be inaccurate or misleading, or where legal requirements (such as proof of identity or entitlement to funding) are not met.

3. COOLING-OFF PERIOD

3.1. In line with consumer law, you have a 14-day cooling-off period from the date on which we confirm your child's place in writing.

3.2. If you decide within this period that you no longer wish to take up the place, and you notify us in writing within those 14 days, all fees paid in advance, the registration fee, and the deposit paid will be refunded.

3.3. After the 14-day cooling-off period, the registration fee becomes non-refundable and the deposit will be subject to the conditions set out in these terms and conditions.

4. DEPOSIT

4.1. The £100 deposit is held by the Nursery as long as your child has a place at the Nursery.

4.2. The deposit will be refunded after your child's last day at the Nursery, provided that:

4.2.1. all fees, late payment charges and late collection charges due have been paid in full; and

4.2.2. the required period of written notice has been given

4.3. The deposit is forfeited if:

4.3.1. you decide not to take up the place after the cooling-off period; or

4.3.2. you do not provide the required notice to terminate or reduce sessions.

4.4. The deposit is not an advance fee payment and cannot be used to offset ordinary monthly fees except in the final month, as agreed by the Nursery, once the notice requirements have been satisfied.

5. FEES, INVOICING AND LATE PAYMENT

5.1. Nursery fees are payable monthly in advance and are due on the 1st day of each month.

5.2. Full-time fees are calculated based on a 51-week year. The calculation is:
weekly charge × 51 weeks ÷ 12 months = equal monthly payment.

5.3. Fees are payable via the Nursery's online system "Famly", either through Direct Debit or Tax-Free Childcare. Staff are not permitted to accept cash payments.

5.4. There is no reduction in fees and no refund in respect of:

5.4.1. child sickness or injury;

5.4.2. family holidays or trips;

5.4.3. bank holidays;

5.4.4. training days; or

5.4.5. self-isolation or other absence, unless otherwise required by law.

5.5. If fees are not received by the due date, a late payment charge of £20 per week per child will be added to your account. This represents the administrative costs associated with collecting late payments.

5.6. Persistent late payment, or failure to pay fees within a reasonable period, may result in:

5.6.1. suspension of your child's place until payment is made; and/or

5.6.2. termination of your child's place.

5.7. Fees are reviewed at least annually and may be increased with a minimum of four weeks' written notice.

5.8. It is your responsibility to ensure that any third-party contributions (e.g. employer, college or other agency) towards fees are correctly claimed and paid. You remain ultimately liable for all fees due.

6. MEALS, CONSUMABLES AND OPTIONAL EXTRAS

6.1. Details of the meals, snacks and drinks provided at the Nursery are set out in our pricing sheet provided at enrolment.

6.2. Charges may be made for meals, snacks, outings and additional activities, where these fall outside the funded early education offer.

6.3. Invoices will clearly itemise funded hours (at no cost) and any additional chargeable items.

7. ABSENCE AND LATE COLLECTION

7.1. You must notify the Nursery as soon as possible if your child will be absent for any reason (for example, sickness, holiday or appointments).

7.2. Fees are payable in full during periods of absence, including:

7.2.1. illness of the child;

7.2.2. illness of a parent;

7.2.3. family or personal holidays; or

7.2.4. occasional days off.

7.3. If you are unable to collect your child at the agreed collection time, you must inform the Nursery as soon as possible.

7.4. Late collection fees will be applied as follows:

7.4.1. £25 for up to 30 minutes after the agreed collection time; and

7.4.2. £50 for more than 30 minutes after the agreed collection time.

7.5. If, after a reasonable period, the child has not been collected and no contact has been made with the parent or authorised collector, the Nursery may:

7.5.1. attempt to contact other authorised adults listed on the child's records; and

7.5.2. follow the Uncollected Child and Safeguarding procedures, which may include contacting the local authority children's services or the police if necessary.

8. COLLECTION OF CHILDREN

8.1. Nursery staff MUST be informed beforehand if any other person than the parent is to collect a child.

8.2. Parents must provide a password if the person collecting the child has not previously been introduced to the staff. This must be an adult over the age of 16 and the Nursery will not release a child to a minor.

8.3. The Nursery will require and store essential information as to individuals that have consent by Parents in respect of legal contact in compliance with the Children Acts 1989 and 2004.

9. HEALTH, MEDICAL NEEDS AND SICKNESS

9.1. Children must not attend the Nursery if they are unwell or showing signs of an infectious disease. This includes, but is not limited to:

9.1.1. a doubtful rash or unexplained sore throat;

9.1.2. eye infections or discharge;

9.1.3. vomiting or diarrhoea; and/or

9.1.4. a high temperature or other symptoms which indicate that the child is not well enough to participate in nursery activities.

9.2. The Nursery follows national public health guidance on recommended exclusion periods for particular illnesses and infections.

9.3. The Nursery reserves the right to refuse admission to any child who appears unwell or is within an exclusion period, in order to protect other children and staff.

9.4. If a child becomes unwell while at Nursery, every effort will be made to contact the parent or authorised carer. If we cannot reach you, we may:

9.4.1. seek medical advice; or

9.4.2. in an emergency, arrange for the child to be taken to hospital accompanied by a member of staff.

9.5. Medication will only be given where:

9.5.1. you have provided written consent on the “Famly” system or other designated form;

9.5.2. the medication is prescribed for the child (with the original label where applicable); and

9.5.3. it is administered in accordance with the Nursery’s Medication Policy, the UK Health Security Agency and EYFS requirements.

9.6. All accidents and injuries occurring at the Nursery will be recorded in an accident form and shared with you on collection.

10. CLOTHING AND PERSONAL BELONGINGS

10.1. Parents are requested to dress children in clothes suitable for active play, which may involve messy activities.

10.2. Each child should have a full change of clothes kept at the Nursery, suitable for the season.

10.3. Appropriate footwear should be provided:

10.3.1. outdoor shoes or boots for outdoor play; and

10.3.2. slippers or soft shoes for indoor use.

10.4. Children must not bring jewellery, money, valuables, sweets, chocolate, chewing gum or fizzy/energy drinks into the Nursery.

10.5. While the Nursery will take reasonable care of children's belongings, it cannot accept responsibility for loss or damage unless caused by our negligence.

11. BEHAVIOUR, SUPPORT AND WITHDRAWAL OF A CHILD

11.1. The Nursery promotes positive behaviour and uses approaches consistent with the EYFS and our Behaviour Policy.

11.2. If we have concerns about a child's behaviour, we will:

11.2.1. discuss those concerns with you;

11.2.2. develop a behaviour support or individual plan as appropriate; and

11.2.3. consider reasonable adjustments and additional support.

11.3. The Nursery is committed to inclusion and complies with the Equality Act 2010 and SEND Code of Practice. No child will be excluded solely because of a disability or special educational need unless, despite reasonable adjustments, we are genuinely unable to safely or reasonably meet their needs.

11.4. In exceptional circumstances, the Nursery may withdraw a child's place where:

11.4.1. the child's behaviour poses a significant and ongoing risk to the safety of themselves, other children or staff;

11.4.2. professional advice (for example, from health or educational specialists) indicates that alternative provision would be more appropriate; or

11.4.3. all reasonable adjustments and support measures have been tried without success.

11.5. Any decision to withdraw a child will be:

11.5.1. considered carefully;

11.5.2. documented in writing; and

11.5.3. discussed with parents, with as much notice as possible.

12. SAFEGUARDING AND CHILD PROTECTION

12.1. The Nursery has a duty to safeguard and promote the welfare of all children in its care.

12.2. We follow the requirements of the Children Acts 1989 and 2004, the EYFS welfare requirements, the Prevent Duty requirements and the local multi-agency safeguarding procedures.

12.3. The Nursery has a Designated Safeguarding Lead. Their details are available from the Nursery office.

12.4. If staff have reason to believe that a child may be at risk of harm, abuse or neglect, they are required to follow the safeguarding procedures, which may include making a referral to children's social care or the police.

12.5. In certain circumstances, safeguarding concerns may be shared with external agencies without parental consent where obtaining consent would place the child or another person at increased risk, or where consent is not appropriate.

12.6. Organised visits and trips may occur from time to time and parents will be informed of these in advance. The relevant consent form must be signed if parents wish their child to participate.

12.7. In compliance with EYFS, organised visits will be subject to risk assessment, staff ratios, supervision and emergency procedures.

12.8. Any information shared will be limited to what is necessary for the protection of the child and will be handled in line with data protection law and our Safeguarding Policy.

13. NOTICE PERIODS, CANCELLATION AND TERMINATION

13.1. Once you have received written confirmation of your child's place and agreed sessions:

13.1.1. Before your child starts: If you wish to cancel the place or amend the start date or agreed sessions (after the 14-day cooling-off period), you must give 8 weeks' written notice. If notice is not given, the original first month's fees will be charged.

13.1.2. After your child has started: If you wish to withdraw your child from the Nursery or reduce the number of days or sessions attended, you must give 8 weeks' written notice. In the calendar year when your child will join reception in September, 4 weeks' written notice is required from 1 July of that same year.

13.2. Notice must be provided in writing, either by letter or email. Verbal notice is not accepted.

13.3. If the required notice is not given, the usual monthly fee will be charged and the deposit may be forfeited.

13.4. The Nursery reserves the right to terminate our contract with you with immediate effect if:

13.4.1. fees remain unpaid despite reminders;

13.4.2. there is a serious or persistent breach of these Terms and Conditions;

13.4.3. the Nursery is unable to meet the child's needs safely, despite reasonable adjustments; or

13.4.4. instructed to do so by a regulatory or safeguarding authority.

14. NURSERY POLICIES AND PROCEDURES

14.1. All parents are expected to familiarise themselves with the Nursery's Policies and Procedures which can be found on Famly and which are updated from time to time. These form part of this contract.

14.2. Policies are reviewed regularly and may be updated. Parents will be informed of any significant changes.

15. HOLIDAYS, CLOSURES, TRAINING DAYS AND FORCE MAJEURE

15.1. The Nursery is open throughout the year except for:

15.1.1. statutory/bank holidays; and

15.1.2. from 12:30pm on Christmas Eve until the first working day of January.

15.2. The Nursery holds up to two staff training days per year, during which the Nursery will be closed. Parents will be given at least three months' notice of these dates.

15.3. There is no fee reduction for bank holidays or training days. However, funded hours will still be delivered in full across the relevant funding period and will not be reduced because of these closures.

15.4. If the Nursery has to close, or decides to close, due to events or circumstances beyond our reasonable control (for example, severe weather, power failure, public health restrictions or other events outside of our control), we will not be obliged to provide alternative childcare.

15.5. If such closure exceeds three days (excluding days when the Nursery would otherwise be closed), we will credit you with an amount representing the number of paid days the Nursery is closed in excess of three days, or as required by law.

16. PAYMENT BY EXTERNAL AGENCIES

16.1. In some cases, part or all of your fees may be paid by a third party, such as an employer, college or local authority.

16.2. In all cases, the contract remains between you and the Nursery, and you are responsible for ensuring that the Nursery receives all fees due.

16.3. Any shortfall arising from delayed or reduced payments from third parties must be paid by you.

17. GOVERNMENT FUNDED EARLY EDUCATION HOURS

17.1. The Nursery offers funded early education places for eligible children in line with current government schemes.

17.2. Funded hours (for example 15 or 30 hours) are free at the point of delivery and must not be subject to compulsory top-up fees.

17.3. The funded entitlement is normally calculated over 38 weeks of the academic year. The Nursery may offer a “stretched” option over more weeks, which will be explained in the pricing sheet provided at enrolment and updated on a regular basis.

17.4. If you are not using the online service Funding Loop then you may be required to:

17.4.1. provide a copy of your child’s birth certificate;

17.4.2. provide valid eligibility codes and relevant information by the deadlines;

17.4.3. sign funding forms and documentation as required by the local authority; and / or

17.4.4. inform the Nursery of any change in circumstances that may affect eligibility.

17.5. If an eligibility code is invalid, expired, or not submitted on time, or if required forms are not completed, the Nursery will not receive funding for those hours. In such cases, the relevant hours will be charged at the Nursery’s standard fee rate until the funding is confirmed.

17.6. Consumables, meals and optional extras associated with funded hours may be charged separately, but these charges are optional and parents will be offered alternatives.

18. DATA PROTECTION AND PRIVACY

18.1. The Nursery is a data controller under UK data protection law.

18.2. We collect and process personal information about you and your child for the purposes of providing childcare, complying with the EYFS, safeguarding, funding claims, communication and administration.

18.3. Our Privacy Policy is available on our website and explains:

18.3.1. what data we collect;

18.3.2. the lawful bases for processing;

18.3.3. how long we keep information;

18.3.4. how it is stored and shared; and

18.3.5. your rights to access, correct or request deletion of data, where applicable.

18.4. Confidential information will be treated with care and will only be shared with third parties where there is a lawful reason to do so (for example, safeguarding, funding, regulatory requirements or medical emergencies).

19. COMPLAINTS

19.1. We aim to work in partnership with parents and to resolve any concerns promptly and fairly.

19.2. In the first instance, concerns should be raised with your child's Key Person or Room Leader.

19.3. If the concern is not resolved, a formal complaint may be made to the Manager in writing. The Nursery will investigate and respond within a reasonable time, normally within 28 days.

19.4. If you remain dissatisfied, you may escalate the complaint to the Operations Manager of Lion Cubs Nurseries in writing.

19.5. You also have the right to contact the regulator, Ofsted, if you believe that the Nursery is not meeting the required standards.

20. CHANGES TO THESE TERMS AND CONDITIONS

20.1. We may make changes to these Terms and Conditions where required by changes in law, regulation, EYFS requirements or local authority guidance.

20.2. We may also make changes to reflect operational requirements. In all cases, we will provide at least one month's written notice of any material change.

20.3. Continued attendance after the date of change will be taken as acceptance of the revised terms and conditions.

21. GOVERNING LAW

21.1. These terms and conditions are governed by the laws of England and Wales.

21.2. Any dispute arising under or in connection with these terms and conditions shall be subject to the jurisdiction of the courts of England and Wales.