

The Mulberry Bush Mersea Nursery
Terms and Conditions of Childcare (Effective from September 2025)



Welcome to The Mulberry Bush Mersea

These Terms and Conditions, together with our **Admissions Policy**, **Fees Policy**, and your completed **Registration Form**, form the legally binding agreement ("Agreement") between you (the parent/guardian) and The Mulberry Bush Mersea ("the Nursery", "we", "us") for the provision of childcare services. Please read all documents carefully before signing the Registration Form. By registering your child and accepting a place, you agree to adhere to these Terms and Conditions.

1. About Us

- **Nursery Name:** The Mulberry Bush Mersea Nursery
- **Ofsted Registration Number:** EY479688
- **Nursery Manager:** Emma Paramor
- **Address:** 12 Melrose Road, West Mersea, Colchester CO5 8JB
- **Tel:** 01206 383898
- **Email:** info@mulberrybushmersea.co.uk
- **Website:** www.mulberrybushmersea.co.uk
- **Registered Person:** The Mulberry Bush Montessori Nursery Ltd
Company number 08987397

We are registered with Ofsted and operate in accordance with the Statutory Framework for the Early Years Foundation Stage (EYFS). Our aim is to provide high-quality, inclusive early years care and education in a nurturing, stimulating, and safe environment where children thrive. We are committed to celebrating diversity and promoting inclusion and equality, as detailed in our Admissions Policy.

2. Nursery Place & Booking

- **Initial Enquiry and Visit:** We encourage prospective parents to contact us for an initial enquiry and arrange a visit to the nursery.
- **Registration:** To apply for a place, please complete and return our Registration Form. This provides us with essential information about your child and your requirements.
- **Deposit:**
 - A deposit of £100 is required upon acceptance of a place to secure booking for our all-inclusive service package (which includes paid hours supplementing funded

hours, or fully paid places). This deposit confirms the booking for the chargeable parts of your child's attendance. This deposit will be deducted from your first invoice.

- o Deposits are **not** required for places accessing **only** the universal or extended government-funded hours entitlement with no additional paid hours or services (fully funded only places).
- **Offer of Place:** Following receipt of your completed Registration Form and deposit (if applicable), we will confirm your child's place in writing, outlining the agreed sessions and start date.
- **Timeframe to Secure Place:** To secure an offered place, the completed Registration Form and deposit (if applicable) must be returned within one month of the offer date, unless otherwise agreed in writing. Failure to do so may result in the place being offered to another family on our waiting list.
- **Waiting List:** If places are not immediately available, your child will be added to our waiting list. Places are generally offered on a first-come, first-served basis, with consideration given to sibling priority and ensuring balanced groups, as outlined in our Admissions Policy.

3. Fees, Invoicing, and Payment (See Fees Policy for Full Details)

- **Fees Policy:** Our separate **Fees Policy September 2025** provides comprehensive details regarding our fee structure, session types and costs (Nursery Day, Full Day, Extended Day), standard hourly rates for privately paid hours (£9.50), Funded Early Education Entitlement (FEEE) options, the Additional Services Charge (£13.50 per day), invoicing procedures, and payment terms. **It is essential that you read and understand the Fees Policy as it forms part of this Agreement.**
- **Annualised Fees:** All fees are calculated annually and divided into equal monthly payments to ensure consistency throughout the year (50 weeks).
- **Sibling discounts:** The Nursery may offer discretionary discounts as detailed in the current Fees Policy. Please refer to the Fees Policy for details on those for siblings.
- **Invoicing:** Invoices are issued monthly in advance (typically mid-month for the following month).
- **Payment Due Date:** Payment is due in full by the **1st working day** of the month to which the invoice relates (e.g., June fees are due by June 1st).
- **Payment Methods:** We accept payment via bank transfer, Direct Debit, and the government's Tax-Free Childcare scheme.
- **Late Payment:** Prompt payment is crucial for maintaining staffing levels and operational costs. Late payments incur a late payment charge. Fees are due in full by the 1st working day of the month to which they relate, as detailed on your monthly invoice and in our Fees Policy.
 - o **Initial Reminder & Grace Period:**
If fees have not been received by the **3rd working day** of the month, a polite

reminder (via email or app notification) will be sent. No charge will be applied at this stage.

- o If fees remain unpaid by the end of the 5th working day of the month (without prior agreement with the Nursery Manager), a Late Payment Administration Charge of £15.00 will be added to your account. This charge covers the additional administrative time and resources required to follow up on overdue payments. This charge will be clearly itemised on your next invoice. If you anticipate difficulty making a payment, please contact the Nursery Manager immediately to discuss the situation. If fees remain unpaid for one full calendar month beyond the original due date, the Nursery reserves the right to suspend your child's place until the outstanding balance (including all charges and interest) is paid in full.
- o If fees remain unpaid for six weeks beyond the original due date, or if a payment plan is agreed and subsequently broken, the Nursery reserves the right to terminate this Agreement and your child's place with immediate effect, in accordance with Section 11 (Termination by Nursery) of these Terms and Conditions. Fees in lieu of notice will still be payable.
- **Fee Changes:** We review our fees annually. We will provide you with at least **one month's** written notice of any changes to fees or the Additional Services Charge.

4. Funded Early Education Entitlement (FEEE)

- **Government Funding:** We offer places for children eligible for Government Funded Early Education Entitlement (FEEE), including the universal 15 hours for 3 & 4-year-olds and the extended entitlement (up to 30 hours) for eligible working parents of children from 9 months old (as per government rollout timelines).
- **Funding Details:** Full details on eligibility, how funding is applied (stretched over 50 weeks), maximum funded hours per day (7 hours), minimum booking requirements (two funded sessions per week), Parents are generally able to split their funded hours between providers if they choose to do so, with the exception of certain funding types (i.e., FEEE2) where Local Authority rules stipulate it can only be claimed at one setting. Please discuss your intentions with the Nursery Manager.
- **Additional Services Charge:** Government funding covers the delivery of the Early Years Foundation Stage curriculum during the entitlement hours. To provide our enhanced, all-inclusive service which includes nutritious meals (lunch, tea), snacks, consumables (nappies, wipes, sun cream, craft materials, puddle suits), certain additional activities (e.g., enhanced Forest/Coastal School experiences beyond core EYFS outdoor learning), online learning journals (Blossom app), and nursery events (parties, graduations, parents' evenings), we offer an optional Additional Services Charge of £13.50 per day for funded sessions. This charge is voluntary and covers services beyond the scope of government funding. A breakdown is provided in our Fees Policy.
- **Opting Out of Additional Services:** Parents have the right not to opt to pay the Additional Services Charge. If you choose to opt out, your child will still receive their funded entitlement hours free at the point of delivery. You will be required to provide all meals,

snacks, nappies, wipes, sun cream, and any other specified consumables for your child each day. Your child will not participate in specific additional activities or experiences that are funded solely by the Additional Services Charge and are outside the core EYFS curriculum delivery. We are committed to inclusive practice, and all children will be able to participate in the core curriculum activities offered during their funded hours. Please discuss this option with the Nursery Manager prior to registration if required, so we can clarify how the provision will work for your child.

- **Funding Confirmation:** It is the parent's responsibility to apply for and obtain any necessary eligibility codes (e.g., for 30 hours or Tax-Free Childcare) via the government's Childcare Choices website and provide these to the nursery by the required deadlines. You must also reconfirm your eligibility every 3 months as required by HMRC. Failure to do so may result in you being charged the standard unfunded rate for hours previously covered by funding.

5. Sessions, Attendance, and Collection

- **Session Times:** Our opening hours (7:00 am – 6:00 pm) and specific session times (Nursery Day 9-4, Full Day 8-5, Extended Day 7-6) are detailed in our Fees Policy and on our website. We are open 50 weeks per year, closing for 5 days at Christmas and 5 additional bank holidays.
- **Minimum Booking:** A minimum booking of two sessions per week is required for funded places.
- **Punctuality:** Please ensure your child arrives and is collected punctually at the agreed start and end times of their sessions. Late collection may incur additional charges. Persistent lateness can be disruptive and may require a review of your session times.
- **Absence:** Please inform the nursery preferably by email info@mulberrybushmersea.co.uk as soon as possible if your child will be absent, stating the reason (e.g., illness, holiday). We have a duty of care to contact you if you do not inform us of their absence. **Fees remain payable in full for all periods of absence, including sickness and holidays taken during term time, to retain your child's place.** Missed sessions cannot typically be made up or refunded.
- **Collection Arrangements:** Only authorised persons named on the Registration Form will be permitted to collect your child. We require prior written notification if an alternative person is collecting your child, and they must provide agreed identification (e.g., password, photo ID). We will not release a child to anyone under the age of 16.

6. Illness, Accidents, and Medication

- **Illness Policy:** To prevent the spread of infection, you **must not** send your child to nursery if they are suffering from any infectious or contagious illness, fever, vomiting, diarrhoea, or are generally unwell. Please inform us if your child contracts an infectious disease.
- **Exclusion Periods:** Children must be kept at home for a minimum of **48 hours** after the last episode of vomiting or diarrhoea. We pay regard to Public Health England guidelines for exclusion periods for other communicable diseases, but our exclusion times may differ and

vary slightly. We reserve the right to refuse admission to a child who is unwell. If a child becomes ill at nursery, we will contact you immediately to arrange collection.

- **Medication:** We can only administer medication (prescribed or non-prescribed like Calpol/Nurofen) if it is essential for the child's health and cannot be administered outside nursery hours. You **must** complete and sign a Medication Consent Form for each course of medication. All medication must be in its original container, clearly labelled with the child's name, dosage instructions, and prescribing information (if applicable). **The first dose of any new medication must always be given at home.**
- **Accidents and First Aid:** Our staff are trained in paediatric first aid. In the event of a minor accident, appropriate first aid will be administered, and the accident will be recorded on an Accident Form, which you will be asked to sign upon collection. In the event of a serious accident or medical emergency, we will administer emergency first aid and call the emergency services immediately and then contact you as soon as possible. By signing the Registration Form, you consent to emergency medical treatment being sought if deemed necessary by staff and/or medical professionals.

7. Behaviour Management and Respect

- **Positive Behaviour:** We promote positive behaviour through encouragement, praise, setting clear and consistent boundaries, and acting as positive role models, in line with our Understanding Behaviour and Relationships Policy. We do not use or threaten physical punishment. We will work in partnership with parents to address any ongoing behavioural concerns.
- **Respectful Environment:** We foster an environment of mutual respect. We expect all children, parents, carers, visitors, and staff to treat each other with courtesy and consideration. **We operate a zero-tolerance policy towards any abusive, threatening, discriminatory, or otherwise inappropriate language or behaviour directed towards staff, children, or other parents.** Such behaviour may result in immediate termination of this Agreement and your child's place and potentially involve reporting to relevant authorities.

8. Personal Belongings

- **Responsibility:** While we take care, The Mulberry Bush Mersea cannot accept responsibility for any loss or damage to children's personal belongings (including clothing, toys, equipment).
- **Practical Clothing:** Please dress your child in comfortable, practical clothing and footwear appropriate for messy play, physical activity, and outdoor weather conditions (including sun hats/cream in summer, warm layers/waterproofs/wellies in winter). A spare set of clothes should be provided daily.
- **Labelling:** Please clearly label **ALL** items belonging to your child with their full name, including clothes, shoes, bags, coats, hats, bottles, and comforters.
- **Toys from Home:** To avoid loss or distress, we request that children do not bring toys or valuable items from home, unless specifically requested by staff for a particular activity (e.g., "show and tell", comforter for settling).

9. Safeguarding and Child Protection

- **Our Duty:** We have a legal duty to safeguard and promote the welfare of all children in our care. Our Safeguarding Policy (available on the website) outlines our procedures. We are obliged to report any safeguarding concerns about a child's welfare to the relevant authorities i.e., Children's Social Care without necessarily informing parents first, in line with statutory guidance.
- **Staff Training:** All staff receive regular safeguarding training and are subject to enhanced Disclosure and Barring Service (DBS) checks.

10. Data Protection (GDPR)

- **Data Privacy:** We process personal data about you and your child in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- **Privacy Notice:** Our Privacy Notice (available on our website or upon request) explains how we collect, store, use, and share personal data, your rights regarding your data, and how long we retain it. We use systems like the Blossom app and Tapestry for communication and recording learning journeys, which are also GDPR compliant.
- **Information Sharing:** We will only share information where necessary and lawful, e.g., with regulatory bodies like Ofsted, the DfE, the Local Authority (for funding claims), safeguarding agencies, health, other registered settings and the feeder school, or with your explicit consent for other purposes.

11. Termination, Changes, and Notice Periods

- **Notice Period (Parental Termination/Reduction):** To terminate this Agreement or permanently reduce your child's agreed sessions, you must provide **one full calendar month's** written notice to the Nursery Manager (email is acceptable). Fees are payable in full during this notice period, regardless of whether your child attends. If insufficient notice is given, fees for the full notice period will be charged.
- **Termination by Nursery:** We reserve the right to terminate this Agreement and withdraw your child's place with immediate effect (or with shorter notice than one month) under certain circumstances, including (but not limited to):
 - Persistent failure to pay fees by the due date.
 - Failure to provide accurate information on funding forms or adhere to funding rules.
 - Serious breach of these Terms and Conditions or associated policies.
 - Abusive, threatening, discriminatory, or inappropriate behaviour by a parent/carer (as per Section 7).
 - Failure to provide necessary information or documentation required for the child's care or funding claims.
 - If we determine, after consultation and reasonable adjustments (where applicable), that we can no longer meet the child's specific needs safely or adequately within our setting (as per Admissions Policy).

- o Permanent closure of the nursery or a specific room/age group.
- **Changes to Terms and Conditions:** We reserve the right to update these Terms and Conditions, the Fees Policy, or the Admissions Policy from time to time to reflect changes in legislation, operational requirements, or best practice. We will provide you with at least **one month's** written notice of any significant changes. Continued use of the nursery place after the notice period will signify your acceptance of the revised terms.

12. Complaints

- **Our Commitment:** We strive to provide the best possible service. However, if you have any concerns or complaints, we encourage you to raise them informally with your child's key person or the Nursery Manager in the first instance, so we can try to resolve them quickly.
- **Formal Complaints Procedure:** If you are not satisfied with the informal response, please refer to our formal Complaints Policy (available on our website), which outlines the steps to follow.
- **Ofsted:** You also have the right to contact Ofsted at any stage regarding concerns about our compliance with EYFS requirements. Ofsted contact details are displayed in the nursery and available on their website.

13. General

- **Entire Agreement:** These Terms and Conditions, along with the **Admissions Policy, Fees Policy**, and the completed **Registration Form**, constitute the entire agreement between you and The Mulberry Bush Mersea regarding your child's nursery place. They supersede any previous agreements or understandings.
- **Changes to Your Details:** You **must** inform the nursery immediately in writing of any changes to your contact details (address, phone numbers, email), emergency contacts, parental responsibility status, child's doctor, dietary requirements, health conditions, or any other information relevant to your child's care and well-being.
- **Parent Partnership:** We believe a strong partnership between parents and the nursery is vital for children's learning, development, and well-being. We are committed to open communication (via Blossom app, parents' evenings, newsletters, informal chats, website blogs) and value your input and feedback, as outlined in our Admissions Policy. We request that parents read and understand our core policies and procedures prior to registration.
- We shall not be liable for any failure to provide services due to circumstances beyond our reasonable control (e.g., extreme weather, pandemic-related closures mandated by government, utility failures, fire). Fee implications in such events will be communicated at the time.

Agreement

By signing the Nursery Registration Form, you acknowledge that you have received, read, understood, and agree to be bound by:

- **These Terms and Conditions of Childcare (Effective from September 2025)**

- **The Mulberry Bush Mersea Admissions Policy (September 2025)**
- **The Mulberry Bush Mersea Fees Policy (September 2025)**

You confirm that the information provided on the Registration Form is true and accurate to the best of your knowledge.
