



## SNUG NURSERY SCHOOLS

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### TERMS AND CONDITIONS

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**IT IS AGREED AS FOLLOWS:**

**1      INTERPRETATION**

This section will set out the meaning of particular words and expressions used within these terms and conditions.

In these terms and conditions;

'Child' means the child for whom you intend to register with the nursery and as listed on the registration form.

'chosen representative' means the person who will represent the child and this is the representative named on the registration form or as changed as per this agreement.

'alternative representative' means a representative other than the parent/s that the parent/s elect to have responsibility in the event that the parent/s are unavailable.

'deposit' means amount specified in clause 3.1.

'registration fee' means the one-off payment required to register your child with the nursery as specified in clause 3.1.

'fees' means the fees due for our nursery services and facilities calculated at the rates set out in the prospectus and amended from time to time in accordance with these terms and conditions

'nursery' means any nursery school run by Snug Nursery Schools.

'registration form' refers to the registration form which is to be completed when applying for a place for your child at our nursery and which includes details of both you and your child.

'sessions' are the chosen sessions which you have registered your child for (as set out on the registration form) and any other nursery sessions for your child which we may agree in writing to provide from time to time.

'term' means term dates as set by the Royal Borough of Windsor and Maidenhead term dates.

'we' or 'us' means Snug Nursery Schools, Storybook Montessori, Ascot and Storybook Sunningdale

'you' means the parent or legal guardian identified on the registration form.

## 2 THE AGREEMENT

- 2.1 The contract between parent/s and Snug Nursery Schools is made up of the registration form and these terms and conditions.
- 2.2 Upon receipt of your Registration Form, we will check availability and then the following steps will apply:
  - 2.2.1 We will confirm a potential start date for your child.
  - 2.2.2 Once the above is confirmed, you will be required to make payment of the Deposit and Registration Fee in accordance with Clause 3.
  - 2.2.3 Upon receipt of the Deposit and Registration Fee, this contract will come into effect and is binding on both parties.
  - 2.2.4. In the absence of payment of the Deposit and Registration Fee within 5 working days, we reserve the right to offer the space to another child, without further notice to you in accordance with clause 3.2.
- 2.3 Beginning on the start date agreed between you and Snug Nursery Schools, we will provide our nursery services and facilities for your child during the agreed sessions.
- 2.4 We will organise settling in sessions for your child on a fixed schedule during the week before you join in line with our admissions policy. Two of these sessions will be chargeable.
- 2.5 The nursery is closed on weekends and on all public holidays. We shall not provide nursery sessions on those days.
- 2.6 Storybook Montessori, Ascot is closed during the week of Royal Ascot in June and Storybook Sunningdale is closed for a week during the summer period. Both nurseries are then closed for 5 days at Christmas, totalling 10 days of closure each year.
- 2.7 In the case of an emergency, the nursery may need to close outside of these 10 days for the safety of the children.

### **3 NEW STARTERS**

3.1 to confirm your child's place at the nursery we require:

- a registration fee equating to £75
- a deposit equating to £350

3.2 The registration fee is payable by you at the point of application. This is non-refundable.

### **4 DEPOSITS**

4.1 Our deposits are payable by you within 5 working days of written confirmation of your child's place at Storybook Montessori, Ascot or Storybook Sunningdale. If payment is not received by you on the 5th working day, we reserve the right to release your place to another child as we cannot hold places without a deposit for more than 5 working days.

4.2 Deposits should be paid via bank transfer, we are unable to accept childcare vouchers or tax free childcare accounts for the payment of your deposit and registration fees.

4.3 Once a placement has been booked, and the deposit has been received, you will be entitled to a 14-day cooling off period, during which time you may cancel your child's place in writing by emailing the team on [office@storybooksunningdale.com](mailto:office@storybooksunningdale.com) or [reception@storybookmontessori.com](mailto:reception@storybookmontessori.com) and your deposit will be refunded. After this period, the deposit is only refundable when two months' notice of cancellation is given.

4.4 Payment of the first month's fees are required by the 25<sup>th</sup> of the month prior to your child starting, otherwise we reserve the right to disallow your child from attending nursery until the fees are paid.

### **5 FEES**

5.1 Fees are due monthly in advance, payable by the 25<sup>th</sup> of the month previous and invoices will be issued at least two weeks before the due date. In the event of fees being due on a bank holiday or weekend, payment must be made by the last working

day before the weekend or holiday. We reserve the right to disallow your child from attending nursery until fees are paid.

- 5.2 If at any time we agree to provide any additional sessions, these will be invoiced in arrears. Additional sessions are agreed in advance according to availability.
- 5.3 Each month's fees and our invoices shall be payable by you in full and without deduction. You shall not be entitled to offset any sums we may owe to you from time to time against any sums you owe to us.
- 5.4 Childcare vouchers and tax free childcare accounts may be used for the payment of monthly fees. We are unable to accept payments of any part of our fees from any business accounts.
- 5.5 If you fail to pay any of our invoices on or before the due date for payment, we may (in addition to any other rights or remedies we may have) charge interest on the overdue amount at the rate of 4% per annum calculated on a daily basis from the date the payment was due until the date payment (in cleared funds) is received by us.
- 5.6 We may review our fee rates at any time. In the event that fees are changed, we will give you at least 2 months written notice of our revised rates
- 5.7 Each nursery will close for 10 days per year. 5 of these will be in the summer - specifically during Ascot week in June for Storybook Montessori, Ascot and during August for Storybook Sunningdale. The remaining 5 days will be for closure at Christmas. Exact dates for Christmas closure each year will be determined by the leadership team and communicated in the weekly newsletter.
- 5.8 Fees are payable across 50 weeks per year, accounting for closure during the week of Royal Ascot/summer closure and Christmas as specified in clause 4.7. fees are payable monthly on an annualised basis so may not match the exact number of sessions attended each month.
- 5.9 In the event of an unexpected closure for any reason or a closure for exceptional circumstances (for example due to a pandemic, infectious diseases, weather (snow), fire, flood, lack of heating/hot water) any fees which have already been paid for the month when any closure occurs are not refundable and fees will remain payable at the figure stated on the invoice supplied by Snug Nursery Schools for the duration of the closure.

We will take a reasonable and proportionate approach to parents' and carers' fees in light of any unprecedented circumstances.

5.10 Parents may be invoiced for a termly charge for extra-curricular activities such as football or dance classes that take place in Snug Nursery Schools each day. Notice will be given of this charge.

## 6 FUNDING

6.1 Government funding will be available to all children who are eligible to claim in one of our nurseries.

6.2 Subject to eligibility set by HMRC, we will facilitate Government funding for all eligible children for up to 30 hours per week in line with statutory guidance as issued from time to time.

6.3 Government funding covers nursery education. It does not include food, nappies, consumables etc. Funded hours are subject to extra charges which will be included in the monthly invoice. Invoices will also include fees for hours attended which are unfunded and for 12 weeks each year when funding is not paid. This will be clearly reflected in invoices.

6.4 Government funding is paid over 38 weeks but applied by us across 50 weeks, therefore the maximum amount of hours available each week is 11.4 (for 15 hour claims) or 22.8 (for 30 hour claims)

6.5 Funded hours for term time only are only available where it is priorly agreed with us in writing. These hours are not subject to extra charges and do not include items covered by extra charges such as food, nappies etc. Session times may be fixed to reflect this. Fully funded spaces are limited with a waiting list in operation.

## 7 AMENDMENTS TO SESSIONS

7.1 Your sessions are personal to you and your child. We shall have no obligation to agree to any request to change your child's sessions or to swap any of your child's sessions with those of another child at the nursery even if the parent or guardian of the other child is also in favour of the swap.

7.2 If you wish to change the sessions for your child, you must make your request by email. If we can accommodate your request, we will confirm this to you by email. We require a minimum of one calendar month's notice to change sessions. We reserve the right

to apply an administration charge of £25 per change when more than one change is made within one calendar month.

- 7.3 Additional sessions booked must be changed or cancelled with a minimum of 24 hours' notice. If no notice is given and your child does not attend the additional session booked, it will still be chargeable.
- 7.4 We are unable to swap sessions if your child is not able to attend on their scheduled day.

## **8 ATTENDANCE**

- 8.1 Our fees are payable in full and without deduction even if your child is absent from any session due to illness or holidays, or for any other reason.
- 8.2 Our fees are payable in full on all public holidays.
- 8.3 We operate minimum sessions of two full days or four half days per week at Storybook Montessori , Ascot and two full days at Storybook Sunningdale (Sunningdale operates on full day sessions only).

## **9 COLLECTION OF YOUR CHILD**

- 9.1 You must ensure the prompt collection of your child from our nursery at the end of each session. Children must be collected by 5.45pm each evening.
- 9.2 If you would like to arrange for any of your chosen representatives, who must be over 18 years old, to collect your child from our nursery you should inform us in advance in writing or by email.
- 9.3 If you would like to arrange for any person other than yourself to collect your child, you must provide them with the password agreed between you and us.
- 9.4 We reserve the right to require any persons who attempt to collect your child from our nursery to provide us with a valid photo id (such as a passport or driving licence).
- 9.5 We also reserve the right to refuse to release your child to any person who is unable to provide the agreed password or who appears to us to be unfit or unsuitable to look after your child's welfare and safety. In such circumstances, we shall attempt to contact you to clarify the position.

9.6 If your child is collected late from our nursery, we reserve the right to impose a minimum additional charge of £25 for every half an hour. If you anticipate any delay in the collection of your child from our nursery, you should notify us in advance so appropriate arrangements for your child can be made.

## 10 **NURSERY OUTINGS**

10.1 You acknowledge and agree that as part of our nursery programme, your child may be taken by us on supervised trips and visits.

## 11 **HEALTH AND SAFETY**

11.1 You should ensure that your child does not attend our nursery if he or she is suffering from any fever, infection, diarrhoea, sickness, communicable disease or any other type of illness, with exception of the common cold. If your child has suffered from a temperature, rash or any infectious illness he or she must have been symptom free for at least 24 hours before returning to our nursery and if your child's illness has included any sickness or diarrhoea, your child must have been symptom free for at least 48 hours before returning to our nursery. In addition, we reserve the right to require a doctor's certificate indicating that your child is no longer infectious before allowing him or her to return to our nursery. We also reserve the right to refuse attendance where we believe that these exclusion periods have not been fulfilled or your child is not fit to join nursery activities. Please refer to our Well-being, Welfare and Behaviour Policy for further information.

11.2 If your child suffers a minor injury or accident at the nursery during the day we will not contact you unless agreed otherwise.

11.3 If your child becomes unwell at nursery we will contact you to either seek permission for the administration of emergency medication in line with our Well-being Welfare and Behaviour Policy, or ask you to collect your child. If we ask you to collect your child you must do so as soon as practically possible.

11.4 If your child becomes seriously ill or suffers a serious accident that requires emergency treatment, we reserve the right to seek immediate medical assistance without consulting you and, in the event that your child requires hospital treatment, we shall ensure that your child is accompanied by a senior member of our staff until you are present to accompany your child. In this event, you will be contacted by telephone immediately.

11.5 You shall notify us as soon as possible of any information you are aware of which affects your child in terms of allergies, illness, special requirements etc.

Please see our Health and safety policy for further information

## **12 MEDICATION**

12.1 You should ensure that your child does not attend our nursery for the first 24 hours of treatment if he or she is using antibiotics.

12.2 We will not administer any medication for your child unless:-

- we have agreed with you in writing to administer the medication; and
- the medication is prescribed by a doctor and clearly marked with your child's name, the required dosage and frequency of dosage, expiry date of medicine and the Doctor's name and contact details.

12.3 However, we reserve the right to administer first aid (where house hygiene rules apply) and in emergencies, to administer medication to your child in accordance with our medication procedures. Please see our Well-being, Welfare and Behaviour Policy for further information on our medication policy.

## **13 SPECIAL DIET AND MEALS**

13.1 If your child has any special dietary requirements, you shall notify us in writing. We shall use reasonable efforts to accommodate any of your child's special dietary requirements which you notify to us in writing but we shall have no obligation to do so unless we have agreed with you in writing that we shall do so. We require written confirmation of allergies from a medical professional. The Nursery aims to provide a well-balanced nutritious diet with which children will be familiar. In the case of particular dietary requirements, our nursery chef will work with you to ensure that we can meet your child's needs.

## **14 POLICIES AND PROCEDURES**

14.1 You agree to comply with our policies and procedures in connection with the attendance of your child at our nursery. Copies of our policies and procedures are available on our website and hardcopies are available in the nurseries.

**15 STAFF**

15.1 All staff undergo stringent safer recruitment processes to ensure they are suitable to care for children. This includes the collection of references, a clear enhanced DBS check and background checks in line with requirements put in place by Ofsted. Please see our Staff Conduct and Safer Recruitment Policy for further information.

**16 NON-SOLICITATION OF STAFF**

16.1 You agree not to offer to employ or engage any of our staff to provide nursery or childcare services at any time during the contract or for a period of three months after the contract comes to an end. Where solicitation is undertaken by the parent, that parent is required to pay Snug Nursery Schools the equivalent of 2 months salary of the solicited staff member

16.2 Snug Nursery Schools will not accept any liability whatsoever arising out of any agreements with staff outside of nursery hours and duties.

**17 TERMINATION AND SUSPENSION**

17.1 Please see section 4.1 relating to the non-payment of fees. We reserve the right to terminate your child's place immediately should fees remain unpaid for a period of two weeks after they are due. In this instance, the deposit will be non-refundable.

17.2 We may terminate the contract immediately upon written notice to you if you or your child shows any behaviour which is disruptive or abusive or which we reasonably decide is otherwise unacceptable having regard to the nature of our business and the peace of mind, comfort, safety and wellbeing of our staff and any visitors to our nursery, the children in our care and/or their parents or guardians. Please see our Promoting and supporting positive behaviour policy for further information regarding behaviour management processes.

17.3 Either you or we may terminate the contract providing at least one weeks' written notice in the event of any material breach of the contract by the other.

## **18 BRINGING THE CONTRACT TO AN END**

- 18.1 You may bring the contract to an end by giving a minimum of two month's prior written notice to the other or two month's fees in lieu thereof. Once notice has been given, we are unable to bring the leaving date forward unless payment is made in lieu of the remaining notice period.
- 18.2 We reserve the right to bring the contract to an end with one months written notice should the need arise.
- 18.3 The company retains the discretion to refund the deposit provided that the terms in clause 16.1 are met and the payments on the account are up to date.
- 18.4 In the event that there is an outstanding balance owing on your account, we shall deduct any sums due from the deposit prior to returning it to you

## **19 DATA PROTECTION**

We will handle your personal data with the utmost care in line with our data protection policy.

## **20 INSURANCE**

We hold public liability insurance up to £10,000,000

## **21 CHANGES TO THE CONTRACT OR TO OUR POLICIES AND PROCEDURES**

- 21.1 We reserve the right to amend, update or replace:-
  - these terms and conditions; and/or
  - any of our policies and procedures;at any time or from time to time. This may include the withdrawal of any facilities previously provided by us. We shall provide two months written notice of any of these changes.

## Updates

Date of update	Changes made
October 2025	<p>2.2 – Included more information on the process involved in registering a child</p> <p>2.3 – wording updated to clarify start date</p> <p>2.4 – added information concerning settling in sessions</p> <p>2.5 - added emergency closure</p> <p>3.4 – specified how to cancel a place during cooling off period</p> <p>5.1 – guidance on the payment of fees when 25<sup>th</sup> falls on a weekend or public holiday</p> <p>5.7 – clarified fixed closures</p> <p>5.8 – explained annualization of fees</p> <p>Section 6 – added to include Government funding</p> <p>7.2 – Added discretionary charge of £25 per session change when a booking is changed by parents more than once in any given month</p> <p>7.4 added to clarify position around swapping of sessions</p> <p>11.1 – Snug nursery schools are permitted to refuse entry if a child does not appear well enough to attend or if they have not met the required exclusion period.</p> <p>11.3 – procedure should a child become unwell at nursery</p> <p>15.1 – added information on safer recruitment strategies</p> <p>16.1 – explained financial penalty arising from solicitation of staff</p> <p>18.2 – Snug Nursery schools may bring the contract to an end with one months notice</p> <p>19 – added section on data protection</p> <p>20 – added information about public liability insurance</p>
January 2026	Changed Dreamcatcher Childcare to Storybook Sunningdale