



BebeTots
Helping you as your little ones grow

BebeTots Nursery & Pre-School

2025-26

Terms and Conditions



TERMS AND CONDITIONS

Please take time to read the following as it will help us provide and maintain the highest standards of care. The terms and conditions detailed in this document represent the key elements of our agreement. However, as you can appreciate there is a significant amount of day to day detail which cannot be reasonably contained in one document. Consequently, you will be given the opportunity to read through our policies and procedures upon request.

Your acceptance of our terms is initiated at the booking and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time here at BebeTots is dependent on the partnership between us and you, the parents and carers. Please do not hesitate to let us know if you wish to discuss the terms further.

1) Booking and Registration

- 1.1 By returning the registration form, you are confirming that our T&C's have been agreed and the registration form forms the contract between the nursery and yourself.
- 1.2 A holding deposit is required along with your registration fee of £25.00 to reserve your booking.
- 1.3 If you are unable to pay the booking deposit at the time of completion of the contract, but want to secure your place, then we are able to accept the booking form to keep your reservation allocated for 7 days. Extensions beyond 7 days will be governed by other bookings coming into the nursery and are at the discretion of the nursery manager.
- 1.4 Unfortunately, should you cancel your place at BebeTots before your child starts, your deposit and registration fee is non-refundable.
- 1.5 Increasing/decreasing or changing hours/sessions before the start date may be considered, see section 3 for more details.
- 1.6 Prior to making your booking we provide three settling in sessions free of charge. In the unlikely event that a child does not settle at BebeTots; we usually anticipate a full-time child settling within four weeks, and part time up to twelve weeks. After this time:
 - 1) the parent/carer may terminate the booking giving two weeks' notice with no loss of deposit,
 - 2) BebeTots reserves the right to terminate the booking giving two weeks' notice if we feel we have acted with all due care to settle your child and in our opinion it has been unsuccessful.However, before taking such action, we will investigate additional resources that might be available to help settle your child.
- 1.7 Additional sessions can be booked on an ad-hoc basis, subject to availability, and are payable as whole sessions only in advance.
- 1.8 There is a minimum booking commitment: two days per week for all children.
- 1.9 Bookings must be for the same sessions each week.
- 1.10 Temporary swapping of sessions is generally not accepted.
- 1.11 If additional days are required on top of your regular booking, if we can accommodate whilst maintaining ratios, all consideration will be given and are chargeable in advance.

2) Fees and Financial

- 2.1 Fees are invoiced monthly in advance and emailed to parents via the management system.
- 2.2 Payment for fees needs to be in clear funds, on or before the last day of each month prior to which they relate, by standing order, bank transfer, cash, Tax-Free Childcare or the Childcare Voucher Scheme.
- 2.3 Responsibility for paying fees resides with the parents or legal guardians of the child. Please be aware some payment methods take up to five working days to clear.
- 2.4 The Nursery is closed at weekends and bank holidays and the nursery has already adjusted the fees to take into account that we are closed during bank holidays and therefore are chargeable.
- 2.5 The nursery is closed for two weeks over the Christmas and New Year period, no charge will be made during this Christmas period.
- 2.6 Each child (excluding those in receipt of government funding), is entitled to accrue two weeks' holiday at a 50% reduction per annum of 'paid' hours. Holiday weeks taken can only be taken in full weeks only and four weeks' notice must be given to access the reduction.
- 2.7 The nursery does not provide discounts for extended periods of absence.
- 2.8 Fees apply to all sessions booked between the opening hours of 7.30am to 6.00pm.

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Company No. 09644016

- 2.9 Fees are reviewed once per year and are normally applied each April. Any changes to the fee rates will be notified to you at least four weeks in advance.
- 2.10 At present there is no VAT to be paid on childcare services.
- 2.11 We are unable to refund fees for sessions not taken up due to illness absence, or where the nursery is forced to close due to circumstances beyond our control. Such as forced closure by the Local Authority, by Government or adverse weather conditions that would make it unsafe for children to open the nursery.
- 2.12 BebeTots reserve the right to charge a late payment fee of £40.00 per month or interest on late fees at the rate of 8% of the outstanding balance, whichever is the higher.
- 2.13 For any re-presented cheques, a minimum charge of £35.00 will be made.
- 2.14 Children may be excluded from the nursery if fees remain outstanding beyond 7 days from their due date.
- 2.15 Children who are collected after the agreed time as per your contract, a late collection charge will be incurred per child of £5.00 for each 15 minutes period (or part thereof) until they are collected, unless it has been agreed more than 24 hours in advance by the manager.
- 2.16 Parents/carers claiming the Early Years Government Funded Hours Entitlement through the nursery can share their statutory between no more than two settings and it is their responsibility to ensure that they are not claiming more than their entitlement.

3 Reduction, Termination or Suspension of Childcare Services

- 3.1 If you wish to change or increase your hours/sessions booked prior to your child's start date, your request may be honoured, assuming there is the availability to do so, and in doing so, this may affect the amount of deposit payable. Changes that do not reduce the number of sessions/hours booked will be made if availability allows.
- 3.2 If you wish to decrease the hours/sessions prior to your child's start date, with a minimum of eight weeks' notice, a decrease in booked hours/sessions will be reasonably considered, taking into account circumstances, the amount of notice given, the amount of reduction required and our other booking requirements. We reserve the right to cancel your booking and withhold all or part of your deposit if the decrease is greater than eight hours per week or there is an unreasonable delay to the start date.
- 3.3 If you wish to increase your child's hours/sessions after their start date – your request may be honoured, assuming there is the availability and no debt on the account.
- 3.4 If you wish to decrease your child's hours/sessions after their state date – your request to decreases usually requires eight weeks' notice.
- 3.5 You may end this agreement in full by giving eight weeks written notice. No specific reason for ending the agreement needs to be given, although naturally we would wish to understand the reasons for the termination.
- 3.6 Full payment of fees during any notice period is payable, weather your child attends the nursery or not.
- 3.7 You may end this agreement with immediate effect if 1) we have breached any of our legal obligations under this agreement and we have not or cannot put right that breach within a reasonable time frame of being requested to do so, or, 2) we change any of the terms and conditions in an unreasonable manner.
- 3.8 We reserve the right to end this agreement with immediate effect if;
 - 1) you have not paid the agreed fees by the due date,
 - 2) you have breached your obligations under this agreement, and you have not or cannot put right that breach within a reasonable time frame of being requested to do so,
 - 3) your child's behaviour is unacceptable or endangering the safety and well-being of any of the other children in the nursery,
 - 4) financial, business or commercial reasons compel us to radically change the nature of the nursery's operations, including but not limited to permanent closure of the nursery, change of childcare service, re-registration of child numbers and age groups, changes to the registration and bookings policy.Naturally we will provide as much notice as practically possible given any of these events.
- 3.9 We may suspend the provision of childcare for any of the above reason mentioned in 3.8 and in addition:

- if a child is suffering from an infectious or contagious disease or illness which may easily be passed onto others within the nursery. The suspension will continue whilst a child remains infectious or contagious in conjunction with parent/carer advise,
- where forces beyond our control compel us to either close the nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health,
- severe weather such as high winds, snow or ice which significantly impairs safe travel to and from the nursery,
- industrial action affecting travel to and from the nursery,
- an Ofsted investigation or
- any other reasonable incident not in our control.

In the event that the nursery is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents/carers due, for example to loss of earnings or costs associated with alternative childcare. Every effort will be made to minimise the disruption to service and cost to parents/carers. None of the above compromise your statutory rights if the nursery has been negligent.

4 Staffing

- 4.1 Where a member of staff, within three months of leaving the employment of the nursery, is employed by a parent or carer to care for their child who was previously registered at the nursery, the parent or carer will be liable to pay a sum equivalent to two months' salary of the employee at the time their employment within the nursery upon their termination.
- 4.2 Staff are not permitted to take children home either within or out of nursery hours except in exceptional circumstances. All exceptions must be agreed with the manager.
- 4.3 We request that parents or carers do not ask staff to baby-sit outside of nursery hours, in the risk of staff exceeding European Working Directive. Their wellbeing is always of the concern of the nursery and ensuring they are not exceeding the directive also benefits the children they look after when within the nursery and caring for your child/children.

5 Health, Safety and Absence

- 5.1 BebeTots is legally obliged to report any incident where we consider a child may have been abused or neglected. This may be done without informing you, the parent/carer, in accordance with our Safeguarding Policy and Procedure if, for example, it is felt it would bring immediate danger to a child or their parent.
- 5.2 Intimate care will be provided by female and male members of our working team and will include feeding, cleaning, dressing, toileting and nappy changing.
- 5.3 We require all children to have their recommended immunisations and ask that they are kept up to date and we are to be kept informed as and when they are given.
- 5.4 Within the nursery, we expect reasonable standards of behaviour and to achieve this, it is essential that nursery staff and parents/carers work together to promote positive behaviour. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any way unacceptable to the smooth and efficient running of the nursery.
Naturally, every effort will be made to avoid this action being taken and before any decision is made, we may suggest a special educational needs assessment to be carried out, so that we can fully support your child whilst in our care. We ask all parents/carers to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.
- 5.5 All food provided is prepared on site with consideration to provide a selection of healthy options. If your child has any special dietary requirements, especially any allergies, it is your responsibility to ensure we are aware of these prior to your child attending and specific details given to the nursery in relation to what your child is can/cannot eat or drink. Where food allergies are a danger, a health care plan will be required prior to attendance.
- 5.6 We reserve the right to administer basic first aid and treatment when necessary. Parents/carers will be informed of all accidents/incidents and will be required to sign an accident/incident form on the management platform. Accidents of a more serious nature, involving hospital treatment, all attempts

will be made by the nursery staff to contact the parents/carers but failing this, we are hereby authorised to act on behalf of parents and authorise necessary treatment. If, for religious beliefs, any treatments cannot be authorised, we must be notified in advance of your child starting nursery.

- 5.7 Children who are unwell should not attend the nursery.
- 5.8 Parents or carers are requested to inform the nursery if their child is or has suffered any illness before attending or have had ANY medication prior to arriving.
- 5.9 Children who have had sickness or diarrhoea can only be admitted into the nursery 48 hours after the last episode of either sickness or diarrhoea.
- 5.10 Children who have a temperature of 37.7 degrees or above should remain at home for 24 hours after the temperature returns to below 37.7 degrees.
- 5.11 If your child falls ill throughout the day, or if they require special medical care/attention, which is not available on site or if it is considered that the child is not well enough to attend nursery, parents/carers will be called to collect their child. If the parents/carers are unavailable, we will contact the next authorised person we have on file. Please ensure there is always someone who is available to collect your child, in the event of illness or an emergency.
- 5.12 Prescribed medicines can be administered within nursery if it is not possible for it to be administered at home before or after a child's attendance at nursery. **Parents must complete a medical consent form.**
However:
 - 1) if this is a new medication, the child must remain at home for the first 24 hours of it being administered, due to the possibility of an allergic reaction,
 - 2) medication must be kept in its original container and packaging, clearly showing the child's name and with the care leaflet included from the pharmacy,
 - 3) all medication is to be taken home each day, with the exception of those which are for long term use ie inhalers/epi-pens,
 - 4) please be aware paracetamol will only be administered in nursery in case of an emergency.
- 5.13 We will ask parents/carers to keep their child at home if we have reasonable cause to believe that their child is suffering from or has suffered from any contagious disease/infection and there remains a danger that other children at the nursery may contract such a disease/infection.
- 5.14 We accept no responsibility for children contracting contagious diseases/infections whilst attending the nursery. However, we will publish notices through our management system to keep you informed of any we are made aware of.
- 5.15 We have a legal obligation, if your child falls with an illness from the notifiable diseases list, it is understood that immediate action is taken, your child will be excluded from the nursery in line with health guidelines, Wiltshire Council must also be notified in addition to the Health Protection Agency.
- 5.16 Parents are required to inform the nursery of any food, medication, activity or any other circumstances that may cause the child to have an allergic reaction/allergy. Parents/carers **must** provide details in writing of the severity of the reaction/allergy and must continue to inform us of any changes/progress to the condition in writing as soon as they become aware. A health care plan will then be drawn up, parents are required to sign this to confirm a course of action before a child can return to nursery.
- 5.17 Sun cream is required to be applied **prior** to children starting nursery when UV levels are Medium or above. It is recommended that creams with 5 stars are used, to give maximum protection against UVA and UVB.
- 5.18 BebeTots is not liable for any theft, accidents, or injuries whilst customers are using the car park or are within the facilities.
- 5.19 Parking facilities are accessed to the left of the main building, through the metal gates.
- 5.20 Driving speed must be no higher than 5mph when on the premises and are cautious when driving within the grounds of the property.

6 Clothing

- 6.1 Children up to 2 years of age should come in normal day clothes, please avoid their 'best/nice' clothes as they are most likely to get mucky when playing outside, playing with messy play or painting activities.
- 6.2 Children who attend our Beech, Maple and Oak rooms are asked to wear BebeTots uniform: Logo polo shirt, which can be purchased from www.myclothing.com search for BebeTots Limited. Children's own trousers/skirts/shorts can be worn.

- 6.3 Sleeveless/strappy tops or dresses are discouraged during warmer months to protect children's skin from the sun.
- 6.4 A sun hat is required from April through to September.
- 6.5 Children should have suitable outdoor wear during wet and colder months, especially from September through to May.
- 6.6 To prevent unnecessary accidents, we ask that children do not wear open toe shoes/sandals in nursery.
- 6.7 We ask that children bring a pair of slippers or indoor shoes to be worn inside the nursery, with their name clearly visible.
- 6.8 All clothes including coats, hats, shoes, and wellies in addition to bottles/milk storage containers should be labelled with your child's name. All spare clothes are also to be named to help avoid items being misplaced. We recommend the stickers from www.mynametags.com
- 6.9 Whilst staff will make every effort to take very good care of your child's belongings, BebeTots does not accept any responsibility for any accidental damage or loss of any property.

7 Security and Publicity

- 7.1 As part of our requirements to show evidence of each child's development, staff will take photographs and videos of your children participating in their daily play activities. Your child may appear in photographs which are in other children's learning journeys, either joining in the same activity or in the background. The photographs will form part of your child's individual learning journal, they may be displayed on walls, included in the brochures, on the website and occasional publicity. Our guidelines are set out as
 - 1) Photographs are only to be taken with nursery equipment
 - 2) Photographs taken are stored on the nursery computer and are password protected
 - 3) Photographs are vetted for suitability before being printed or published
 - 4) Before photographs are taken, staff will ensure that children will be dressed appropriately
 - 5) No photographs are taken in sensitive areas such as toilets or nappy changing areas
 - 6) It is likely your child may appear in a photograph within another child's learning journal where it shows interaction / they appear in the background.
- 7.2 Staff are not permitted to have their mobile phones/cameras/other devices capable of taking photographs switched on within the nursery play areas/toilet areas and garden. They are to be kept switched off and in the staff room or office.
- 7.3 Parents are not permitted to use their mobile phones within the nursery premises.
- 7.4 The internal security door can only be accessed with the use of staff passes, this door must remain closed at all times; please respect this and do not allow other parents or children to enter when you exit, this is to keep all children and staff safe.
- 7.5 For the protection of staff and children, BebeTots reserve the right to install video cameras in and around the nursery. The CCTV system will be used for security purposes only.
- 7.6 If your child is going to be collected by someone other than yourself, we will require prior notification and them being added to our EyLog so we can identify them on arrival.
- 7.7 Under no circumstances will your child be allowed to leave the nursery with anyone unknown to the nursery, unless the parent has previously arranged this.
- 7.8 It is the parent/carers responsibility to keep the nursery informed of any changes to their contact telephone numbers and/or addresses and persons who are permitted to collect their child.
- 7.9 BebeTots Limited observe The Data Protection Act 2018 that defines what types of data can be collected, how the data is stored and how the data can and cannot be used, in particular it states that personal data relating to individuals must be stored securely and only used for legitimate purpose.
- 7.10 Children will not be permitted to leave the nursery with persons under the age of 18 years, unless they are the legal guardian of the child.

8 Other Matters

- 8.1 BebeTots is committed to supporting every child and feel that if we have any concerns regarding your child's learning and development the identification of and provision for children with any type of additional need is discussed with parents in the first instance.
- 8.2 We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender, and social background and to enable equal access to the curriculum in an environment

where every child is valued and respected. Parents and carers must ensure we have all the relevant information regarding special educational needs to enable us to appropriately accommodate, adapt the nursery and care for your child. If you have any concerns about the service we offer, please bring it to the immediate attention of the manager so that your concerns can be resolved.

- 8.3 If you wish to make a formal complaint against the nursery, please inform the nursery manager in the first instance and if you feel your concerns are not resolved, in the final instance, contact Ofsted.
- 8.4 We may change our terms and conditions from time to time, we will give you at least one month's written notice of any changes made.
- 8.5 We will not be in breach of these terms and conditions or otherwise liable to you by reason of any delay in performance or non-performance of its obligations due to an event outside of its reasonable control, including 'acts of god', fire, flood, snow, lightening, war, acts of terrorism, strikes or other industrial action.
- 8.6 If your child attends or has attended another setting, can you please inform us so that we may liaise with each other regarding your child's progress and development.
- 8.7 Acceptance of these terms and conditions is implicit when you sign the booking and registration form. We would respectfully request that if parents/carers experience any difficulty in fulfilling any of the terms and conditions of this agreement, that they contact the nursery manager as soon as possible. We will do our very best to resolve the issue.
- 8.8 We ask that all personal toys, books or other equipment are left at home, unless there is request for a particular theme or topic.

I/we confirm that I/we have read, understood and hereby agree to BebeTots Limited's (trading as BebeTots Nursery & Pre-School) Terms and Conditions as set out within this document.

Parent/Carer 1

Parent/Carer 2

PRINT NAME _____

PRINT NAME _____

SIGNED _____

SIGNED _____

DATE _____

DATE _____