



University of  
St Andrews

# University Nursery Terms and Conditions

<b>Document type</b>	Terms and conditions
<b>Scope (applies to)</b>	Public
<b>Applicability date</b>	16/01/2024
<b>Review / Expiry date</b>	02/02/2025
<b>Approved date</b>	05/05/2023
<b>Approver</b>	Assistant Director (Childrens Services)
<b>Document owner</b>	Nursery Manager
<b>School / unit</b>	University Nursery, Saints Sport
<b>Document status</b>	Active
<b>Information classification</b>	Public
<b>EDI review/Equality impact assessment</b>	None
<b>Key terms</b>	Nursery, terms and conditions
<b>Purpose</b>	This document outlines the terms and conditions of use for the University of St Andrews Nursery.

<b>Version Number</b>	<b>Purpose / change</b>	<b>Document status</b>	<b>Author of changes, role and school / unit</b>	<b>Date</b>
1.0	Introduction of new document	Active	Nursery Manager, Nursery, Saints Sport	10/02/2023
1.1	Updates to Terms and Conditions	Active	Assistant Director (Childrens Services), Saints Sport	16/01/2024
1.2	Intro to Salary Sacrifice & update of staff discounts.	Active	Assistant Director (Children's Services), Saints Sport	01/08/2024

1. Registration.....	2
2. Acceptance of Place and Deposit.....	2
3. Change of Session.....	2
4. Fees and Funding.....	2 - 4
5. Session Details.....	5
6. Safety & Wellbeing.....	6
7. General.....	7
8. Nursery Closure.....	8

## 1. Registration

- 1.1. Please email [nursery@st-andrews.ac.uk](mailto:nursery@st-andrews.ac.uk) for registration documents. Due to high demand, you may be placed on a waiting list.
- 1.2. Anyone wishing to join the waiting list can request to join, however your request must be within 12 months of the start date.
- 1.3. Students at the University with children will be prioritised on the waiting list, followed by University staff with children and then wider community.
- 1.4. We reserve (i) the right to accept or reject applications for children to join The University of St Andrews Nursery and, (ii) what initial sessions or times are offered for any child(ren).

## 2. Acceptance of Place and Deposit

- 2.1. Admission occurs when the Parent/Carer accepts the offer of a space by the Nursery and by completing and returning the acceptance form to Nursery Management.
- 2.2. A deposit will be requested and is payable when parents return the acceptance form, and it will be charged at £100 per child. The deposit will be refunded in the first month bill of each child.
- 2.3. Where a child is attending funded sessions only, a deposit **is not required**.
- 2.4. Parents/carers have 14 working days to pay the deposit in order to secure the space. If after the 14 days the deposit payment has not been received, we will assume the space is no longer required and will remove you from our waiting list.
- 2.5. The deposit is non-refundable if your child(ren) do not take up their place at the Nursery or you withdraw your acceptance of a place.

## 3. Change of Session

- 3.1. Four weeks' written notice is required if you wish to cancel or reduce the number of sessions required for your child and fees for the original number of sessions are payable throughout the notice period.
- 3.2. Four weeks' written notice is required if you wish to increase the number of sessions required for your child and whilst we will seek to accommodate such request this is not guaranteed. Fees are payable if there is any delay in taking up such additional sessions.
- 3.3. Additional ad hoc sessions may be bookable and whilst we will seek to accommodate such requests it is not guaranteed. Please provide as much notice as is possible for such a request.

3.4. Due to our prearranged staffing schedules, we are unable to accommodate requests for session swaps, such as moving a session to another day. This limitation is necessary to maintain operational efficiency and uphold the quality of our services. However, we understand the importance of flexibility and, if staffing allows, we may be able to offer an additional ad hoc session. Please see 3.3 for details on ad hoc sessions.

#### **4. Fees and Funding**

4.1 Monthly fees are calculated by multiplying the weekly fees by 52 then divided by 12 so that the same amount is due each month, including Festive closures (see point 8) and where clause 4.13 applies. In accordance with the Saints Sport price pricing structure review, fees will be subject to an annual increase on notice from the University effective from the 1st of August of each year. Saints Sport is committed to providing advance notice to all users regarding any changes in pricing. Notice of the annual price review will be communicated through various channels, including but not limited to:

- Email notifications
- Website announcements
- Physical notices within our facilities

4.1. Fees will be subject to annual increase on notice from Saints Sport Senior Management.

4.2. The University of St Andrews Nursery offer a 10% discount for University of St Andrews Staff and Students with children. When your child receives Fife Council funding, a discount will be applied to the amount remaining after the funding is deducted.

4.3. We offer a 10% sibling discount. The discount is applied from the first full month and against the eldest sibling.

4.4. Staff and students will only be eligible for one discounted rate.

4.5. Employees of the University of St Andrews are eligible to opt in to the Salary Sacrifice Scheme. Please contact [nursery@st-andrews.ac.uk](mailto:nursery@st-andrews.ac.uk) for more information.

4.6. Fees include all meals, drinks (including stage 1 formula milk), snacks and nappies.

4.7. Fees can be paid using voucher schemes and/or directly from your bank by direct debit or bank transfer. To help us allocate payments correctly, please make sure a suitable reference is supplied.

4.8. All fees are charged at the end of each month and will be sent by email to the primary guardian as outlined in your Registration Form, and Family.

- 4.9. We are unable to accept cash or cheques.
- 4.10. Fife Council funding is available for children over 3 years of age, please contact the Nursery for further information or visit Fife Council's website on [www.fife.gov.uk](http://www.fife.gov.uk)
- 4.11. Fees will not be reduced, refunded, or waived for absence through sickness or any other reason (including holidays).
- 4.12. If your child receives Fife Council funding, we will spread the amount equally over the year (52 weeks).
- 4.13. A new session fee (where applicable) will be applied from the beginning of the following month on your child's birthday. The fee change is age related and not room related.
- 4.14. Session prices are set and do not vary depending upon the number of hours your child attends.
- 4.15. In exceptional circumstances there may be an event that triggers the closure of the nursery that is out of our control. Such events include, without limitation, 'acts of God', fire, strikes or other industrial action, infectious diseases, and epidemics, weather, and power or water failures (including flooding). No compensation will be paid, or refund given if the nursery must be closed for these reasons or any other out of our control.
- 4.16. Late payments are subject to a surcharge of £30.00.
- 4.17. Failure to pay outstanding fees beyond 7 days will result in your case being sent to the University Credit Control Team.
- 4.18. A charge for late collection will be made if your child(ren) is not collected before the end of their session time at the rate of £5.00 per child for every 5-minute period or part thereof. For the avoidance of doubt charges will start to accrue from the end of the relevant session.
- 4.19. Children may be excluded from the nursery if fees, charges, or any other amounts due remain outstanding for more than one calendar month beyond the due date and if such fees or any other charges remain outstanding for two or more calendar months, we reserve the right to terminate your child's place.

## 5. Session Details

### 5.1. Session Times

Session Type	Time
Morning (AM)	08:00 – 13:00 (5 Hours)
Afternoon (PM)	13:00 – 18:00 (5 Hours)
Full Day	08:00 – 18:00 (10 Hours)

- 5.2. Children can be dropped off and collected any time after a session starts and must be picked up before or at the session end time.
- 5.3. We follow the recommendation from the Care Inspectorate of a maximum of 9 hours per day and promote 3 sessions per week to support a smooth transition and positive experience.
- 5.4. If you wish to amend sessions your child attends, please give at least four weeks' notice in writing to Nursery Management. This may not always be possible. See 2.0 Change of Session.

## 6. Safety and Wellbeing

- 6.1. If a child becomes unwell whilst in our care, we will contact the parents/carers, or the emergency contact detailed on the registration form. If senior staff feel the child is not well enough to remain at nursery, you will be asked to arrange collection of the child.
- 6.2. If a child is unwell, we ask that you contact the nursery or update Family to inform the nursery of the absence. The nursery must be informed if the child is suffering from any illness to ensure we can effectively communicate to all parents any communicable diseases in the nursery.
- 6.3. For the benefit of other children, we ask you to withhold the child from the nursery if they are suffering from a contagious disease that could easily infect others. Please refer to our infectious disease policy for further information.
- 6.4. Parents/carers are required to notify the nursery if your child will be absent through sickness by 10.00am. This can be done by calling 01334 46 0606, e-mailing [nursery@st-andrews.ac.uk](mailto:nursery@st-andrews.ac.uk) or updating Family. Staff will contact you by phone or email if no contact has been made by parents/carers to adhere to child protection guidance.
- 6.5. Any child who has been sent home from the nursery because of ill health will be assessed and we will refer to our Medication Policy. However, if a diagnosis is made then please refer to the NHS exclusion period guidance. As per our medication policy, parents/carers should have already given at least one dose **24 hours prior to their session start time** to ensure that the child does not have any adverse reactions to the medication.
- 6.6. Should your child be on prescribed medication, it is the responsibility of the parent/carer to notify a qualified member of staff and complete the necessary forms of consent prior to any medication being administered which will be required to be signed in and out each day. Please refer to medication policy for further information.
- 6.7. We reserve the right to call an ambulance in an emergency and escort your child to the emergency department of the nearest hospital. Any decisions regarding

the child's welfare will then be made by the emergency department at the hospital. A staff member will remain with the child until the parent/carer arrives.

- 6.8. You must inform the nursery if your child is not vaccinated in accordance with their age.
- 6.9. We will work with you to cater for specific dietary and medical requirements of individual children. You have a duty of care to notify the nursery in writing if there are changes to a special diet or medical condition to ensure all paperwork is updated. Any information by a medical professional must be shared with the nursery.
- 6.10. We have a duty of care to ensure that any significant child protection concerns about the children in our care are reported to Fife Council's Child Protection Committee and The Care Inspectorate, following our Child Protection Policy.
- 6.11. We will record any incident or observation of a child where we deem the child may have been, or may be in the future, at risk of harm or neglect. In exceptional cases this may be done without speaking to a parent/carer until we have sought external advice.
- 6.12. We will not tolerate, under any circumstances, behaviour towards staff which is deemed to be threatening, abusive or violent. Any such behaviour may result in termination of the nursery place or a refusal to allow the person back on the premises in the future.
- 6.13. We may suspend the provision of childcare if your child's behavior at the nursery endangers the safety and wellbeing of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.

## **7. General**

- 7.1. We reserve the right to terminate a child's place in the nursery immediately where we, at our sole discretion, consider termination of your child's place to be in the best interests of the Nursery and/or the welfare of your child, other children at the Nursery, or our staff.
- 7.2. We reserve the right to change or amend these terms and conditions without notice. These terms and conditions supersede any previous terms and conditions with effect from the effective date on the cover page.
- 7.3. We do not accept responsibility for accidental injury or loss or damage of property.
- 7.4. A failure or delay by the University to exercise any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 8. Nursery Closure (Festive Break)

- 8.1. The Nursery will be closed for a maximum of 6 working days over the festive period. We will confirm to you no later than 31 August in any year the date of closure and reopening. Fees remain payable on these days.

<b>Version Number</b>	<b>Purpose / change</b>	<b>Document status</b>	<b>Author of changes, role and school / unit</b>	<b>Date</b>
1.0	Introduction of new document	Active	Nursery Manager, Nursery, Saints Sport	10/02/2023
1.1	Updates to Terms and Conditions	Active	Assistant Director (Childrens Services), Saints Sport	16/01/2024
1.2	Intro of Salary Sacrifice & update of staff discounts.	Active	Assistant Director (Children's Services), Saints Sport	01/08/2024