

LITTLE OAKS NURSERY

Terms & Conditions

Document	Terms & Conditions
Nursery	Little Oaks Nursery
Address	Barn 1 Oakbank, Bolesworth Road, Tattenhall, CH3 9HL
Legal entity	Little Oaks Education Ltd (company number 16858208), trading as Little Oaks Nursery
Contact	info@littleoaksed.com • 07494 528308
Effective from	23/09/2026
Review date	23/09/2027

These Terms & Conditions govern the childcare services provided by Little Oaks Nursery. They are adapted from the NDNA Parent Contract and Terms and Conditions - England V1.0 (July 2026) and should be read together with the signed Parent Contract, the current Fees, Funding & Chargeable Extras Policy and the nursery policies referred to below.

1. Definitions

In these Terms & Conditions, “Child” means the child or children named in the Parent Contract; “you” means the parent, carer or other person who purchases childcare services from us; “Services” means the childcare services and agreed sessions set out in the Parent Contract together with any additional services we agree to provide; and “we”, “us” or “Little Oaks” means Little Oaks Nursery, operated by Little Oaks Education Ltd (company number 16858208).

A reference to “writing” or “written” includes email. Where these Terms & Conditions require a person not to do something, that also includes an obligation not to permit it to be done.

2. Formation of the contract

A contract for Services is formed when you have completed the information and documents we reasonably require, accepted these Terms & Conditions and any applicable Parent Contract, and we have confirmed in writing that your child’s place is accepted.

For offers accepted on or before 4 January 2027, there is no place-acceptance charge. For offers accepted from 5 January 2027, a £100 place-acceptance deposit applies where the place includes private childcare. It is credited in full to the first private invoice. No deposit is required for a place made up only of funded entitlement hours.

If Little Oaks cannot provide the agreed place, the deposit will be returned in full. If you cancel after accepting but before the start date, we may retain only the amount needed to cover reasonable losses caused by the cancellation, after taking reasonable steps to fill the place; any balance will be refunded.

These Terms & Conditions apply together with the Parent Contract, current fee schedule and Little Oaks policies made available to you. If there is an inconsistency, these Terms & Conditions will take priority unless we have expressly agreed otherwise with you in writing.

3. Duration and notice

The contract continues until ended by you or Little Oaks. Unless another period is agreed in writing, either party must give at least one full calendar month’s written notice to end the childcare place.

Fees remain payable during the notice period. If the required notice is not given, fees in lieu of notice may be payable in accordance with the Parent Contract and current fee arrangements.

4. Suspension of services

We may temporarily suspend Services where this is necessary for safety, safeguarding, health, non-payment or because of a critical incident or other event described in these Terms & Conditions or our policies. Where possible, we will explain the reason and expected duration.

5. Our obligations

We will use reasonable care and skill to provide the Services in accordance with the EYFS, applicable law, these Terms & Conditions and the policies that form part of our arrangements with families.

Little Oaks welcomes children and families from different backgrounds. We will comply with our equality, SEND and inclusion duties and will consider reasonable adjustments where a child has a disability or additional need.

If, after appropriate assessment, discussion with you and consideration of reasonable adjustments and available support, we conclude that we cannot safely or appropriately meet a child's needs, we will work with the family and relevant professionals to consider next steps. Any decision to end a place will be handled fairly, lawfully and with the child's welfare at the centre.

6. Your obligations

You agree to co-operate with Little Oaks and to provide accurate, complete and up-to-date information we reasonably require to care for your child safely and lawfully.

- Any medical condition, health need, allergy, diagnosed dietary requirement or other care need.
- Any prescribed medication or emergency medication.
- Any relevant vaccination information where requested.
- Any court order, parental responsibility arrangement or family circumstance that may affect the child.
- Any concern relevant to the child's safety or welfare.
- Your current contact details and the details of authorised persons who may collect the child.

You must tell us promptly in writing if any of this information changes. Arrivals and departures are managed in line with our Collection, Late Collection and Non-Collection Policy and other relevant procedures.

You must not recruit or directly employ a Little Oaks staff member to provide childcare to your family in a way that conflicts with their employment obligations to Little Oaks without our prior written agreement.

7. Charges and payment

Fees and other charges are set out in the current fee schedule, Fees, Funding & Chargeable Extras Policy and, where applicable, your Parent Contract. The latest published fee schedule forms part of these Terms & Conditions.

Where your child does not attend but the nursery remains open and the place remains available, normal fees remain payable except for the family holiday allowance in the Fees, Funding & Chargeable Extras Policy. This allowance gives up to two normal contracted weeks each calendar year at a 50% private-fee retainer where two calendar months' written notice is given.

Little Oaks is open for 51 weeks and closes for one week at Christmas. The Christmas closure week is excluded from the annual fee calculation. Statutory bank holidays that fall on a normal booked day are included in the 51-week annual calculation and do not receive a separate credit. Routine staff training is arranged while the nursery remains open. If an exceptional planned training closure is necessary, the affected private childcare and optional charges will be credited.

Nursery provision is an exempt supply for VAT purposes and VAT is not normally charged on nursery fees.

Additional hours are charged at the current published rate and are subject to availability and prior agreement.

For an all-year place, the expected parental contribution for the 51-week year is spread evenly across 12 monthly payments. We will provide a calculation and explain any adjustment caused by changes to sessions, funding, discounts or prices.

We do not charge for an isolated, unforeseen late collection where you contact us and collect as soon as reasonably possible. Three late collections in any rolling eight-week period are treated as regular. We will give written notice and may charge the current one-hour additional rate for the third and each later late collection in that period. The current charge is £9 per late collection.

Invoices are normally issued on or around the 15th for the following calendar month. Cleared payment must reach Little Oaks by the last calendar day of the month or, if that is not a working day, the preceding working day. The first payment must clear before the child's first session. Payment may be made using the methods accepted by Little Oaks, including Tax-Free Childcare and other agreed methods.

If a payment fails or becomes overdue, we will contact you and seek to agree prompt payment. We may charge reasonable costs actually incurred in recovering overdue sums where permitted by law. Persistent or substantial arrears may result in suspension or termination of the place after appropriate notice.

We may review fees periodically. We will give reasonable written notice of any increase and will comply with consumer law when changing contractual charges.

8. Reducing or changing sessions

You must give at least one full calendar month's written notice if you wish to reduce your child's regular booked sessions. Requests to increase or change sessions are subject to room capacity, staffing, ratios and availability. Any agreed change will be confirmed in writing.

9. Government-funded early education and childcare

Where your child is eligible for government-funded childcare, you must complete the declarations and provide the information reasonably required for Little Oaks and the local authority to administer the funded entitlement.

We do not charge for the funded hours themselves. Charges may apply for additional private hours, meals and snacks, or other genuinely optional extras, in accordance with our Fees, Funding & Chargeable Extras Policy and current published fee schedule.

Parents may choose not to purchase optional chargeable extras. Any reasonable alternative arrangements are described in the Fees, Funding & Chargeable Extras Policy.

Funded places and session patterns remain subject to eligibility, local authority rules, room capacity, staffing and the terms of our Admissions & Allocation of Places Policy.

10. Welfare of the child

We will do all that is reasonable to safeguard and promote your child's welfare and provide care to at least the standard required by law.

You consent to appropriate, lawful physical contact where necessary for care, comfort, teaching, safety, first aid, personal care or to maintain good order, in line with Little Oaks policies and professional practice.

Parents provide nappies, wipes and any preferred creams for their child unless otherwise agreed in writing.

Parents provide their preferred first infant formula or expressed breast milk and enough sterilised bottles for the child. Formula must be supplied in its original labelled container or as ready-to-feed formula; breast milk must be clearly labelled and dated. We will store, prepare and handle milk in line with current food-safety and infant-feeding guidance and any agreed medical or allergy plan. There is no separate handling charge.

Behaviour support, intimate care, emergency procedures and other welfare arrangements are governed by the relevant Little Oaks policies.

11. Health and medical matters

If your child becomes unwell while at nursery, we will contact you or an authorised emergency contact and ask that the child is collected where necessary.

In an emergency, we may call an ambulance or seek urgent medical assistance. We will try to contact you first where practicable, but the child's immediate welfare will take priority.

Children with infectious or communicable illness must remain away from nursery for the period required by current health guidance and our Sickness & Exclusion / Infection Control procedures.

You must notify Little Oaks promptly if your child will be absent through illness.

Medicines are administered only in accordance with our Medicines and Medical Needs Policy and the permissions and records required by that policy.

12. Food and dietary requirements

Little Oaks will work with families to provide suitable food for children with allergies, medically diagnosed dietary requirements and other reasonable dietary needs. Parents must give us accurate and current information and any supporting medical advice we reasonably require.

Menus and food information will be made available to families. Our food, allergy and nutrition procedures apply to all food provided or brought into the nursery.

Where a family opts out of a chargeable food arrangement during funded hours, any alternative food brought from home must comply with Little Oaks' allergy and food-safety requirements.

13. Safeguarding and reporting concerns

Little Oaks has a legal duty to safeguard children. If we have a safeguarding or child protection concern, we may share information with children's social care, the police, Ofsted or other appropriate agencies without your consent and, where necessary to protect a child, without informing you in advance. Our Safeguarding Children and Child Protection Policy explains this in more detail.

14. Liability and personal belongings

Nothing in these Terms & Conditions excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or other liability that cannot legally be excluded.

Little Oaks cannot accept responsibility for ordinary wear, accidental loss or damage to personal items brought into nursery unless the loss or damage results from our negligence or another legal responsibility. We recommend that valuable or irreplaceable items are not brought to nursery.

Any limitation of liability will apply only to the extent permitted by consumer law. Nothing in these Terms & Conditions affects your statutory rights.

15. Data protection and photographs

Personal data relating to you and your child will be handled in accordance with our GDPR Privacy Notice and Data Protection and Confidentiality Policy.

Photographs and video are used only in accordance with our Photography and Filming Children Policy, permissions and safeguarding arrangements. Promotional use will be subject to the permissions we seek from you.

Our current GDPR Privacy Notice is available on the Little Oaks website and on request.

16. Security and collection

You are responsible for ensuring that Little Oaks has accurate information about the people authorised to collect your child. We will not knowingly release a child to an unauthorised person.

Visitors are managed in accordance with our security and visitor procedures. Parents and carers are welcome to visit subject to nursery arrangements designed to safeguard all children.

17. Complaints and concerns

If you have a concern, please raise it with your child's key person, Room Lead or Nursery Manager as appropriate. Our Complaints & Compliments Policy explains the full complaints process and your right to contact Ofsted.

18. Termination for serious breach or non-payment

Either party may end the contract immediately by written notice where the other commits a serious breach that cannot reasonably be remedied, or where a remediable material breach is not corrected within a reasonable period after written notice.

Little Oaks may also suspend or terminate Services where substantial fees remain unpaid after reasonable attempts to resolve the matter, or where continuing the place would create a serious safeguarding, safety or legal risk.

When the contract ends, all properly due outstanding sums remain payable. Clauses that by their nature are intended to continue after termination will remain in force.

19. Events beyond our reasonable control

Little Oaks will not be responsible for failing to provide Services where this is caused by an event outside our reasonable control, for example fire, flood, severe weather, utility failure, epidemic or pandemic, civil emergency, terrorism, war, industrial action or a direction from a public authority.

Where the nursery must close unexpectedly, we will keep families informed. Private childcare and optional charges for the period in which we cannot provide the Services will be credited or refunded. Government-funded hours will be managed in line with local-authority rules. We will not charge you for a service we are unable to provide.

20. Invalid clauses

If any provision of these Terms & Conditions is found by a court or other competent authority to be invalid, illegal or unenforceable, that provision will be treated as removed to the minimum extent necessary and the remainder will continue in force.

21. Changes to these Terms & Conditions

We may change these Terms & Conditions where necessary to reflect changes in law, regulation, statutory guidance or regulatory requirements. We will notify you of material changes.

Other material changes to the contractual relationship will be made only in accordance with consumer law and, where required, with your agreement. Fee changes are dealt with under clause 7.

22. Entire agreement

These Terms & Conditions, together with the Parent Contract, current fee schedule and policies expressly incorporated into the contract, set out the agreement between you and Little Oaks for the Services. This does not exclude liability for fraud or affect any rights that cannot legally be excluded.

23. Assignment

The contract is personal to you. You may not transfer your rights or obligations under it to another person without our written agreement. Little Oaks may transfer the contract as part of a lawful transfer of the nursery business, provided your legal rights are not reduced.

24. Rights of third parties

A person who is not a party to the contract does not have a right to enforce these Terms & Conditions, except where the law provides otherwise.

25. Governing law and jurisdiction

These Terms & Conditions and any dispute or claim arising from them are governed by the law of England and Wales. The courts with jurisdiction under applicable consumer law will determine any dispute.

Documents that should be read with these Terms & Conditions

- Parent Contract / Place Confirmation
- Current Fee Schedule
- Fees, Funding & Chargeable Extras Policy
- Admissions & Allocation of Places Policy
- Safeguarding Children & Child Protection Policy
- Complaints & Compliments Policy
- GDPR Privacy Notice
- Attendance & Absence Policy
- Collection, Late Collection & Non-Collection Policy
- Sickness & Exclusion / Infection Control Policy
- Medicines & Medical Needs Policy
- Food, Allergies & Nutrition Policy
- Promoting Positive Behaviour Policy
- Photography & Filming Children Policy

Document approval

Effective from	Signed on behalf of Little Oaks	Review date
23/09/2026		23/09/2027