



Riverbank Nursery

at Teesside High School

Terms and Conditions

DOCUMENT CONTROL	
Date Reviewed/Revised:	January 2026
Ratified by Governors:	February 2026
Date of next Review:	January 2027

Riverbank Nursery at Teesside High School Terms & Conditions

1. These Regulations, Terms and Conditions are necessary in order to maintain our high standards and to ensure children derive the maximum benefit from their attendance at Nursery. We reserve the right to change or amend these at any time.
2. References to “us”, “we”, “Riverbank”, “Riverbank Nursery at Teesside High School”, “nursery” or “school” in these Terms and Conditions shall mean Teesside High School Limited, a private limited company incorporated under the laws of England & Wales with company registration number 572205 and whose registered office is Teesside High School, The Avenue, Eaglescliffe, Stockton on Tees, TS16 9AT and the term “our” shall be construed accordingly (i.e. that which belongs to Teesside High School Limited).
3. References to you in these Terms and Conditions shall mean you the parent, parents, legal guardian or legal guardians of the child named in the Nursery Registration Form section of these Terms and Conditions and the term “your” shall be construed accordingly.
4. Any reference to “in writing” shall include email.
5. These Terms and Conditions consist of the above Nursery Enrolment Form, the terms and conditions set out herein and any of the school’s policies and procedures which are in place from time to time.

6. AGE OF ADMITTANCE, OPENING HOURS, ATTENDANCE

- Children from 6 months to 4 years are welcomed. Children are accommodated in separate areas, designed, equipped and staffed to meet their developmental needs.
- We are open for 50 weeks of the year, Monday to Friday from 7.30am-6.00pm, excluding Bank Holidays.
- A minimum of two full days’ attendance weekly is required.
- Requests to increase or decrease attendance sessions must be received, in writing, at least 4 weeks’ in advance.
- Requests to amend booking/attendance patterns must be received, in writing, 4 weeks’ in advance and days/sessions booked may not be exchanged in any circumstances.
- Changes to booking/attendance patterns must remain in place for a minimum of 8 weeks before another change can be made.
- Additional one-off sessions may be booked based upon availability and will be charged on your next invoice.
- A number of settling in visits are offered prior to a child starting nursery, at the nursery’s sole discretion.
- If there are any confirmed or suspected additional needs, a member of staff from the nursery will meet with you in advance and offer additional classroom visits to ascertain if we are able to meet your child’s needs within our provision.
- Parents must inform us of the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them and is not known to nursery staff, we will require proof of identity and a password (given to us at registration). If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care;

7. REGISTRATION, FEES, PAYMENT AND NOTICE PERIOD

- Applications for a child’s place at the nursery can be made at any time via the Family app.
- A fee of £100 is payable on submission of the Nursery Registration Form and the nursery cannot process any application until this has been paid. This is refunded against your first fee invoice. Should you choose not to take up your child’s place, this fee is non-refundable.
- Invoices will be issued to parents/carers on the first working day of the month. These must be paid in full by the 5th of the month.
- Fees are payable in advance and are easily authorised through the Family app, which accepts BACS, debit card or payment via Tax-Free Childcare.
- All fee rates are available at <https://www.teessidehigh.co.uk/nursery/early-years-funding/>

- Full fees are payable for all absence and holiday periods including Bank Holidays.
- Attendance is recorded when children arrive and leave and parents/guardians are required to inform us if a child is to be absent for any reason.
- Should your child attend more than their contracted sessions it will be charged at the Nursery's normal rate.
- Late collection charges apply at a cost of £5 for every 15 minutes. For example:
 - 18:01 – 18:15 - £5
 - 18:16 – 18:30 - £10 and so on.
- You will be invoiced in arrears for any additional charges applied, e.g. ad-hoc sessions or late collection charges. This invoice must be paid within 2 working days of receipt.
- Where we offer a reduced fee rate after a child's birthday, that reduction will take effect from the first day of the following billing period.
- If your child already attends Riverbank and becomes eligible for funding, we will amend your billing accordingly upon receipt of the funding code.
- It is also your responsibility to reconfirm your eligibility with HMRC every three months or when prompted to do so. If you become ineligible for funding, fees will be charged at the non-funded daily rate.

8. NON-PAYMENT OF FEES

- If payment is not received by the due date, we will enforce an interest charge of 2% above the base rate of our bank on the fee outstanding for every day the invoice remains unpaid, along with an administration fee of £25.00.
- Any payment that is due and which is not made within 14 days of the date it is due will result in the child's place being temporarily withdrawn for a maximum period of 5 days until such payment is made. A fee of £100.00 will be payable to reinstate the child and end the suspension.
- If the overdue payment is not made before the 5-day suspension period ends the child's place will be permanently withdrawn.
- If payments are not paid within 14 days of their due date on more than 3 occasions during a single calendar year the child's place will be permanently withdrawn.

9. MEALS AND SNACKS

- A healthy, no-added sugar, nutritionally balanced menu is offered to all children and all food is prepared on the premises.
- Copies of menus are available and special arrangements can be made to accommodate individual dietary requirements on medical or religious grounds only, in consultation with parents/guardians. Vegetarian and vegan diets can also be catered for upon request.
- The nursery reserves the right to not offer a place at the nursery if it feels it cannot meet a child's dietary needs.
- Children are offered a breakfast, lunch, a hot light tea and a mid-morning and mid-afternoon snack. Parents of babies not yet eating a full diet need to provide milk daily.
- Food and drink must not be brought into the Nursery.

10. SICKNESS AND MEDICATION

- Parents/carers must immediately inform us if your child is suffering from any contagious illness. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious illness which could easily be passed on to another child during normal daily activities of the nursery. We also request that, should your child be in receipt of antibiotics from their GP, they stay home for 48 hours following the first dose of this medication;
- If requested by parents/guardians we will administer prescription medications where possible but reserve the right to refuse a request to administer medicines whilst a child is in our care. If it is agreed that medication may be administered, a signed form must be completed by the parent/guardian confirming authorisation (please see our Administration of Medication policy for further information).
- Children with certain illnesses or conditions must not attend Nursery for the time stated in the Sickness and Illness Policy, available on the school website. Specifically, children with sickness and/or diarrhoea

must remain at home until 48 hours after symptoms have passed. For any illnesses requiring government intervention, their guidance must be followed at all times.

- If a child becomes unwell during attendance, we reserve the right to call for emergency assistance if necessary and remove them from the nursery in order for them to be taken to hospital. Permission for this is requested as part of your admission.
- If a child has an accident whilst attending, a record is made and parents/guardians or those designated to collect the child are informed. Full details of accident procedures are enclosed within your Registration documents.

10. **ADMISSIONS POLICY**

- Our admissions policy, available on the school website, sets out the requirements of registration and allocation of places.

11. **WITHDRAWALS AND FEES ON WITHDRAWALS**

- Should you decide to remove your child from the nursery, you may withdraw their place by giving the nursery 4 weeks' notice in writing of your intention to do so and all fees due to the nursery will be payable up to and including the end of such notice period. The nursery may at its discretion offset any part of any advance payment you have made against the fees that are due and charge you the balance.
- Whether or not a child continues to attend during the 4 weeks where the 4 weeks' notice applies, payment of all fees for that time period without deduction or set off must be made.
- Should the nursery decide to remove your child, other than due to a child's special educational, learning or developmental needs, in accordance with its Exclusion Procedures, all fees payable up to and including the date the child leaves the nursery will be payable.
- A child's place may be withdrawn if the nursery decides (acting reasonably) that it cannot continue to adequately provide for and meet a child's particular special educational, learning or developmental needs. Full details can be found in the admission policy. In such circumstances all fees due up to and including the date the child leaves the nursery will be payable.
- We may suspend the provision of childcare to your child should their behaviour at the nursery be deemed by us to be unacceptable or endangers the safety and wellbeing of the other children at the nursery. The suspension shall continue whilst we try to address these problems with you.
- Should you decide to withdraw your child from nursery, you will not be able to submit a new enrolment form for that child for a period of at least 3 months.

12. **SAFEGUARDING AND CHILD PROTECTION**

- Riverbank Nursery has a duty of care to all children and acts in accordance with national and local safeguarding and child protection procedures. Where we have reason to believe that a child may be at risk, we have a duty to refer this to the appropriate authority. We may do so without your consent and/or informing you. This is clearly defined within the company safeguarding policies and permission to share information in such circumstances is requested on the enrolment form.
- We have a duty of care to give all children the same opportunities. In order to do this, we need to be made fully aware of any SEND and/or medical needs for your child. Failure to inform us of your child's needs could result in us being unable to offer your child a place.

13. **PERSONAL PROPERTY, VALUABLES AND BELONGINGS**

- All property and clothing should be clearly marked with the child's name.
- For safety and security children should not bring valuables or money at any time unless specifically requested.
- We do our utmost to take care of children's belongings but regret that no responsibility can be accepted for them.

14. **CAR PARKING AND SAFETY**

- Parents may use the drop off areas and parking at the front of the nursery but are requested to drive slowly on site at no more than 10mph and with caution, especially when parking or setting off. If parking away from the premises, consideration should be shown to ensure the safety, comfort and

convenience of neighbours.

- All vehicles are parked at the owner's risk and the nursery accepts no responsibility for loss or damage to vehicles or contents whilst on our premises.
- Please note, before children arrive or after they are collected from staff, parents/guardians or designated persons are responsible for their safety and children must be carefully supervised. Gates and doors must be closed after passing through.

15. **OUTINGS OFF THE PREMISES**

- Occasionally we may wish to take children off the premises for an educational visit. Due care and attention is given to risk assessment and safety. Permission for such outings is requested on the registration form. Further details will also be issued at the time.

16. **STAFFING**

- If, during this contract and for a period of 6 months after the termination of this contract, you (directly or indirectly):
 - employ or otherwise engage the services of any member of our staff who has had contact with your child under this contract in the last 6 months; and/or
 - allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this contract in the last 6 months; then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.

17. **CONTACT DETAILS**

- Full details of parent/carer addresses, places of work, contact numbers and email addresses must be supplied before a child may attend.
- Upon registration, we request two further emergency contact details.
- Names, addresses and telephone numbers of adults who are authorised by the parents to collect their child from the setting, for example a childminder or grandparent must be provided.
- Details of any changes in circumstances or person/contact information must be provided immediately in writing.

18. **GENERAL**

- If you have any concerns regarding the services we provide or wish to make a complaint, please discuss these with your child's keyworker. If these concerns or complaints have not been resolved to your satisfaction please contact the Nursery Manager. A copy of our Complaints Policy can be found on the THS website.
- Photographs of your child may be used for promotional purposes. If you do not wish your child to be included in these photographs, you should remove this consent via the Family app.
- Our setting is nut free. Parents are also requested not to use creams, sun creams, oils etc. on their child that may contain nut oil, e.g. Bepanthen, arachis, as this may have severe consequences to another child or member of staff.
- We may make changes to these terms and conditions from time to time, and we will notify you in writing (including by email).
- The nursery has the right to refuse entry to any child who appears unwell, at the discretion of the Manager or senior member of staff on duty.

19. **CANCELLATION OF A NURSERY PLACE**

- If at any time following formal registration and before the start date it is decided for whatever reason not to take up the place, then 4 weeks' written notice must be given prior to the start date. In the event that less than 4 weeks' notice is given then 4 weeks of fees will be payable no later than 1 week prior to the start date.

20. NURSERY POLICIES AND PROCEDURES

- You agree to adhere to all of the nursery's policies and procedures in place from time to time including but not limited to:
 - Sickness and Illness Policy
 - Diversity and Equal Opportunities
 - Admissions Policy and Procedures
 - Behaviour Management Policy and Procedures
 - Exclusion Policy
 - Attendance Policy and Procedures
- To this extent we advise you to read and understand the policies and procedures which can be found on the Teesside High School website. Please note the nursery reserves the right to amend its policies and procedures whenever and however it deems appropriate.

21. FORCE MAJEURE

- If the nursery or any part of the nursery is closed due to circumstances occurring which are beyond the reasonable control of the nursery including but not limited to:
 - acts of God, flood, drought, earthquake or other natural disaster;
 - epidemic or pandemic;
 - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - nuclear, chemical or biological contamination or sonic boom;
 - any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; or collapse of buildings, fire, explosion or accident then all fees which the nursery at its sole discretion deems payable for the delivery of education will be payable.

22. WAIVER

- A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- A failure or delay by the school 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 these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23 SEVERANCE

- If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- If any provision or part-provision of these Terms and Conditions is deemed deleted we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

24 ENTIRE AGREEMENT

- These Terms and Conditions constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.
- These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25 JURISDICTION

- You and we irrevocably agree with each other that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation.