

PARENT TERMS & CONDITIONS

DEFINITIONS

The following definitions apply to these Terms and Conditions. "Child" refers to the child or children named on the registration form. "You" refers to the person, company or guardian who enters into this agreement with the nursery. "Services" refers to the childcare and early education provided by the nursery during the agreed sessions, along with any additional agreed services. "We," "Us," or "the Nursery" refers to Mi Nurseries. References to 'in writing' include email communication.

FORMATION OF THE CONTRACT

A binding agreement begins once you have completed and signed the registration form, paid any required administration or booking fees, and the nursery has confirmed acceptance of your child's place in writing. These Terms and Conditions form the full agreement between both parties. No other terms apply unless confirmed in writing by both you and the nursery.

DURATION OF THE CONTRACT

This agreement remains valid until terminated by either party with a minimum of four weeks' written notice. Fees remain payable throughout the notice period. Failure to provide proper notice may result in the loss of your deposit or registration fee.

SUSPENSION OF SERVICES

The nursery reserves the right to temporarily suspend childcare in situations covered by the Critical Incident Policy, in cases of inappropriate behaviour by a parent or child, or as outlined in clause 19. If suspension continues beyond four weeks, either party may terminate the agreement with four weeks' notice.

OUR OBLIGATIONS

The nursery will deliver childcare and early education with reasonable care and skill, in line with statutory requirements and our policies. We are an inclusive setting and welcome families from all backgrounds. We take reasonable steps to accommodate children and staff with additional needs or disabilities, following our duties under the Equality Act 2010. If, after careful consideration, the nursery determines that it cannot meet a child's needs safely and effectively, we may request withdrawal without fees in lieu of notice.

YOUR OBLIGATIONS

Parents and carers agree to work cooperatively with the nursery, treat staff respectfully, and provide accurate information about the child's health, medical conditions, dietary needs, vaccinations, family circumstances, and authorised collectors. You must ensure your details remain up to date via written notice or the Childcare app. It is expected that you or an authorised collector remains within one hour's travel from the nursery in case of illness. You also agree not to employ or approach nursery staff for private childcare during or up to six months after this agreement.

FEES AND PAYMENT

Fees are payable as stated in the nursery's current fee schedule. Charges apply even when a child is absent, including during bank holidays and staff training days. The nursery closes between 25th December and 1st January, and fees still apply during this period. Payments must be made monthly in advance by the 5th day of each month via direct debit, standing order, childcare vouchers, or Tax-Free Childcare. Late or failed payments may incur additional fees. We reserve the right to suspend childcare or terminate the contract for persistent non-payment.

REDUCING SESSIONS

A minimum of four weeks' written notice is required to reduce your child's booked sessions.

FREE EARLY EDUCATION

Parents accessing government-funded childcare must complete a Parental Declaration each term. No charges apply to funded hours, but voluntary contributions may be requested for meals and extra services.

WELFARE OF THE CHILD

The nursery is committed to safeguarding and promoting the welfare of every child. Physical contact is limited to what is lawful, appropriate, and necessary for comfort, instruction, or safety. Behaviour is managed positively, following our Behaviour Management Policy. Emergency procedures for accidents, evacuation, or allergic reactions are detailed in our operational policies.

HEALTH AND MEDICAL MATTERS

If a child appears unwell, the nursery may refuse attendance or request early collection. In the event of a medical emergency, the nursery may act in your place to authorise treatment if you cannot be reached. Children with contagious illnesses must remain at home until safe to return, following NHS guidance. Medication will only be administered in line with our Medication Policy.

FOOD AND DIETARY REQUIREMENTS

The nursery works closely with parents to accommodate dietary needs and allergies supported by medical documentation. Menus are displayed and reviewed regularly. Packed lunches may only be brought in with prior approval.

SAFEGUARDING AND CHILD PROTECTION

We have a legal duty to report any concerns of neglect or abuse to the appropriate authorities. Reports may be made without parental consent if necessary for the child's safety. Please refer to the nursery's Safeguarding Policy for full details.

LIMITATION OF LIABILITY

The nursery's liability is limited to the total amount of fees paid during the contract period. We are not responsible for loss or damage to personal items, vehicles, or indirect losses. This clause does not limit liability for death or injury resulting from negligence.

DATA PROTECTION

Personal data is processed in accordance with our Data Protection, Privacy, and Retention policies. Photographs and videos may be taken for educational or promotional purposes only with parental consent. CCTV may operate on site for security, retained for 30 days. Non-payment data may be shared with third parties for recovery.

SECURITY

Parents and visitors are required to follow nursery security procedures. Only authorised individuals will be allowed to collect a child, and identification may be required.

COMPLAINTS & CONCERNS

Concerns should be raised initially with the room leader or manager. If unresolved, please refer to the nursery's Compliments and Complaints Policy. Parents may contact Ofsted directly at 0300 123 1231 or at Piccadilly Gate, Store Street, Manchester, M1 2WD.

TERMINATION OF CONTRACT

The nursery may close without liability during unforeseen events such as fire, flood, pandemic, or severe weather. Fees may still apply if closure is necessary for health and safety where insurance does not cover the event.

EVENTS BEYOND OUR CONTROL

The nursery may close without liability during unforeseen events such as fire, flood, pandemic, or severe weather. Fees may still apply if closure is necessary for health and safety where insurance does not cover the event.

INVALID CLAUSES

If any section of this agreement is found to be invalid or unenforceable, the remaining sections will continue to apply.

CHANGES TO TERMS

The nursery may amend these terms to reflect changes in law or regulation, or for operational reasons. At least four weeks' written notice will be given before any change takes effect.

ENTIRE AGREEMENT

This document represents the full agreement between both parties. No verbal or prior written statements form part of this contract.

ASSIGNMENT

This agreement is personal to you and may not be transferred to another party without written consent.

THIRD-PARTY RIGHTS

No one other than the parties to this contract has any right to enforce any of its terms.

GOVERNING LAW

This agreement is governed by English law, and any disputes will be settled in the courts of England.

ACCEPTANCES

- a. The above terms and conditions are fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect.
- b. The parent / guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same. This agreement must be signed by all persons with Parental Responsibility and / or those who are accepting responsibility for paying fees. Your childcare may only commence once payment of the first invoice, or a minimum of one month's fees has been made. I have read and understood the Parent Terms and Conditions, and I agree to be bound by it and any other relevant booking terms and conditions that are issued from time to time.

Signed: (Parent / Legal Guardian):		Print Name:		Date:	
Mi Nursery Staff Signature:		Print Name:		Date:	

(On behalf of Mi Nurseries) Terms and Conditions are subject to change without prior notice.