

**Key Terms Summary:
The essential information about your Nursery contract**

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1. Introduction

This document summarises the essential information you need to know about your contract with the Sheffield Hallam University Nursery (“Nursery”). Your Contract sets out in detail the relationship between you and the Nursery. It covers your rights and obligations, and the Nursery’s rights and obligations towards you.

Your contract is with Sheffield Hallam Enterprises Limited (SHUEL) which is the legal entity through which the Nursery contracts with you.

2. Which documents make up my Nursery Contract?

Full details of the legally binding contractual relationship between you and the Nursery are set out in:

- our [Terms and Conditions](#)
- your offer letter
- your completed Registration Form
- your completed Funded Hours Form (if applicable)
- our Funded Learning Offer (included within the Terms and Conditions)
- our [Statutory Policies](#)

Together, these form the contract between you and the Nursery.

3. What should I do before accepting an offer of a place or registering to take up my place at the Nursery?

Before you accept an offer of a place at the Nursery, or Register to take up your place, please read all the contractual information carefully. If you have any queries, you should contact the Nursery Office by email (childcare@shu.ac.uk) or telephone (+44 (0)114 225 2263).

4. When do I become bound by a contract?

A Pre-Registration Contract is formed between you and the Nursery when you accept the offer of a place in accordance with the terms of your offer letter (which includes details of your Deposit).

5. What happens if I accept an offer and then change my mind?

You have a 14 day statutory cancellation period (known as a "cooling off" period) during which you can change your mind about accepting the offer of a place.

Even after the cooling off period you can cancel your Pre-Registration Contract at any time, with a full refund of your Deposit, provided you do so more than 90 days before the start date of your place.

If you cancel after the cooling off period and 90 days or less before the start date for your place, the Nursery may retain a proportion of the Deposit you have paid as a contribution towards the Nursery’s reasonable costs and losses.

For further details on how to cancel please refer to Schedule 3 of the [Terms and Conditions](#) or the details about cancelling your contract included in your offer letter.

6. What happens when I Register?

Please read the latest contractual information sent to you with the Registration Form, as changes may have been made between the time you accepted the offer of a place and the time you Register.

Registration is subject to an administration fee. If you do not Register and take up your place by the date you have been given, your Pre-Registration Contract will automatically expire on this date and you will lose your place.

When you Register, your Pre-Registration Contract automatically expires and a new Nursery Contract is formed between you and the Nursery. This is when you become responsible for paying Nursery fees.

7. What happens if I Register and then change my mind?

There is a 14 day statutory cancellation (“cooling off”) period during which you can change your mind about taking up your place at the Nursery. The period runs from the date you return your completed Registration Form. If you cancel your place within this cancellation period, you will have no liability to pay Nursery fees. This is unless you have taken up your place and your child has attended Nursery before the end of the cancellation period. In these circumstances, you will be charged Nursery fees to cover the period your child attended up to the date of cancellation.

For further details on how to cancel please refer to Schedule 3 of the [Terms and Conditions](#) or the details about cancelling your contract included at the end of the Registration Form.

8. Can the Nursery end my contract?

The circumstances the Nursery can end your Contract are set out in the Termination section (clause 11) of the [Terms and Conditions](#).

9. Can I end my contract?

You can cancel your contract within the statutory 14 day cancellation period (as explained above). Once you have taken up your place you can also end your Nursery Contract by providing 20 working days written notice. If you do not provide the full notice period before ending your Contract, you will still be charged Nursery Fees for the full 20 working days.

10. What are my obligations under the contract?

Your main obligations are summarised in clause 4.2 of the [Terms and Conditions](#).

11. Can the Nursery withdraw services it normally provides?

Yes, for example to improve the estate, to comply with health and safety or legal requirements or in circumstances beyond our control. We will always take reasonable steps to mitigate the impact on you. For further details please see clause 3.8 of the [Terms and Conditions](#).

12. Can the Nursery change the Terms and Conditions and Statutory Policies?

Yes, see clause 13 of the [Terms and Conditions](#). The Nursery will usually give you prior notice of any changes before the start of each year unless prior notice is not possible when we will bring the changes to your attention as soon as we can.

When we notify of any changes if you decide you do not want to continue your contract, you may end your contract by providing written notice to the Nursery within 30 days of our notification.

13. Where can I find details about the Nursery calendar, closure dates, changes to booked sessions, booking extra sessions, absences and cancelling sessions?

Please refer to clause 3 and Schedule 2 of the [Terms and Conditions](#). Schedule 2 includes the Nursery calendar for the year commencing September 2021 and will be updated each year.

14. Where can I find details about the Nursery Fees and other charges?

Please refer to clause 6 and Schedule 1 of the [Terms and Conditions](#). Details of your Deposit will be included in your offer letter. Schedule 1 will be updated each year following the Nursery’s annual fee review (see below).

15. Will the Nursery increase its Nursery fees and other charges each year?

The Nursery's fees and charges are reviewed each year and may be revised before the start of each year. We will notify you of any changes before they are implemented. You have the right to end your contract if you do not want it to continue based on the new fees and charges – please refer to clause 2.8.2 of the [Terms and Conditions](#).

16. What happens if I do not pay my Nursery fees?

Until the debt is paid, the Nursery may charge interest on any outstanding fees, withhold services from you and withdraw your place. Ultimately the Nursery may terminate your Nursery contract and pursue you for the debt.

17. How will the Nursery protect my Personal Data?

Please see the Nursery's [Privacy Notice](#) for information on the purposes for which personal data relating to you, your child and other contacts is held, the categories of data held, the safeguards in place, and organisations to whom the Nursery may disclose your personal data. The Nursery's Data Protection Officer can be contacted at DPO@shu.ac.uk.

18. Does the Nursery exclude or limit its liability?

The Nursery expressly excludes liability to the fullest extent permissible by law for all damage to your property and for personal injuries or death, unless caused by the negligence of the Nursery or its staff. It also excludes liability for all indirect and consequential losses, and loss of opportunity, income or profit.

Unless it is liable in negligence for personal injury or death, the Nursery limits its liability to the value of Nursery fees paid or payable by you in respect of your place, or, if greater, any relevant amount received from its insurers.

19. What happens if circumstances prevent the Nursery from providing its services?

The Nursery will do all it reasonably can to minimise disruption to its services and to mitigate the impact of any disruption that cannot be avoided. Depending on the circumstances, the Nursery's "force majeure" clause may apply (see clause 10.2 of your [Terms and Conditions](#)). This means that we are not liable to compensate you for delays or failure to provide services if this is outside our control.

20. What Nursery Policies do I need to be aware of?

You should familiarise yourself with all of the Nursery's Statutory Policies and other policies which are all available on the [Website](#). These are an important part of your contract and govern many of the processes and procedures which the Nursery needs to have in place as part of the statutory framework applicable to Early Years settings.

21. How do I make a complaint?

The Nursery has a complaints procedure which is available on our [Website](#). If you have a complaint please refer to the policy for who to contact and for details of how any complaint will be handled.

22. What if I have other questions?

For all other information about the Nursery please check our [Website](#) or contact the Nursery Office by email: childcare@shu.ac.uk; telephone (+44 (0)114 225 2263).

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