

Terms and Conditions

INDEX

1	DEFINITIONS.....	3
2	ADMISSION TO THE NURSERY.....	5
2.1	CONSIDERATION OF APPLICATIONS.....	5
2.2	YOUR CONTRACT WITH THE NURSERY AND THE CONTRACT INFORMATION.....	5
2.3	YOUR PRE-REGISTRATION CONTRACT.....	6
2.4	DEPOSITS.....	6
2.5	REGISTERING FOR YOUR PLACE - YOUR NURSERY CONTRACT.....	7
2.6	YOUR CANCELLATION RIGHTS.....	7
2.7	ATTENDANCE WITHIN OR BEFORE THE EXPIRY OF THE STATUTORY CANCELLATION PERIOD(S).....	7
2.8	CONTRACT DURATION AND EXPIRY.....	7
3	NURSERY CALENDAR AND BOOKED SESSIONS.....	8
3.1	TERM DATES, OPENING HOURS, SESSION TIMES AND FUNDED HOUR ARRANGEMENTS.....	8
3.2	NURSERY CLOSURE.....	8
3.3	EARLY DROP-OFFS AND LATE COLLECTIONS.....	8
3.4	CHANGING YOUR BOOKED SESSIONS.....	9
3.5	SWAPPING SESSIONS.....	9
3.6	BOOKING EXTRA SESSIONS.....	9
3.7	ABSENCES, ILLNESS AND CANCELLATIONS.....	10
3.8	WITHDRAWAL OF NURSERY SERVICES.....	10
4	OBLIGATIONS.....	10
4.1	THE NURSERY'S OBLIGATIONS TO YOU.....	10
4.2	YOUR OBLIGATIONS TO THE NURSERY.....	11
5	NURSERY POLICIES.....	11
5.1	COMPLIANCE.....	11
6	NURSERY FEES, DEPOSITS, AND FUNDING.....	12
6.1	NURSERY FEES.....	12
6.2	FUNDED HOURS.....	13
6.3	NURSERY FEES: ABSENCES AND NURSERY CLOSURES.....	13
6.4	NURSERY FEES REVIEW.....	13
6.5	REGISTRATION FEE.....	13
6.6	DEBTS.....	14
7	DATA PROTECTION.....	14
8	PERSONAL PROPERTY AND BELONGINGS.....	14

9	HEALTH AND SAFETY AND SECURITY.....	15
9.1	HEALTH AND SAFETY	15
9.2	DOOR PASSES.....	15
10	LIABILITY AND INSURANCE.....	15
10.1	GENERAL.....	15
10.2	EXCLUSION OF LIABILITY FOR EVENTS BEYOND REASONABLE CONTROL	15
10.3	INSURANCE	16
11	ENDING YOUR CONTRACT.....	16
11.1	THE NURSERY ENDING YOUR CONTRACT	16
11.2	YOUR ENDING OF THE NURSERY CONTRACT	16
12	NOTICES AND CONTACTS.....	17
13	CHANGES TO TERMS AND CONDITIONS, SEVERANCE AND CONTRACT VARIATIONS	18
13.1	CHANGES TO TERMS AND CONDITIONS.....	18
13.2	SEVERANCE.....	18
13.3	CONTRACT VARIATIONS.....	18
14	STATUS OF TERMS AND CONDITIONS AND YOUR CONTRACT INFORMATION.....	19
15	LAW AND JURISDICTION.....	19
16	HEADINGS.....	19
17	COMPLAINTS.....	19
SCHEDULE 1 -	NURSERY FEES AND FUNDING.....	20
PART A –	NURSERY FEES, FEE RATES AND CHARGES	20
PART B –	NURSERY FUNDED LEARNING OFFER.....	22
SCHEDULE 2 -	NURSERY CONTRACTS AND NURSERY CALENDAR.....	24
SCHEDULE 3 -	STATUTORY CANCELLATION FORM.....	26

Terms and Conditions

These Terms and Conditions apply from 28 July 2021 subject to minor amendments made from time to time.

Your Contract (including these Terms and Conditions) is with Sheffield Hallam Enterprises Limited (“SHUEL”) which is the legal entity through which the Nursery enters into this Contract with you. Any reference to the Nursery in these Terms and Conditions or the Contract Information shall be deemed to also be a reference to the Nursery’s contracting entity SHUEL.

1 DEFINITIONS

In these Terms and Conditions, the following terminology shall have the following meanings:

Booked Session

has the meaning given in clause 3.1.2.

Charges

means additional payments required under the Contract, for example, to cover the cost of Consumables, the Registration Fee, and other additional charges not covered within the Fee Rates or Funding.

Child or Children

means a child (or children) with a place at the Nursery.

Consumables

means snacks, lunches or other items provided by the Nursery and for which additional payments (Charges) are required under the Contract.

Contract

means the Contract formed between you and **SHUEL** (being the legal entity through which the Nursery contracts) on the terms of the Contract Information.

Contract Information

means the information referred to in clause 2.2.2, which together form the Contract between you and the Nursery (SHUEL).

Contract Start Date

has the meaning given in clause 2.5.2.

Contract Year

means, depending on your Contract, the following periods covering the Autumn, Spring and Summer Terms:

- for a **Standard Nursery Contract** the three (3) Terms commencing in September and usually ending in July of the following year as shown on the Nursery Calendar at Schedule 2 as updated from year to year; and
- for a **Funded Only Nursery Contract**, the 38 weeks of the three (3) Terms commencing in September and usually ending in July of the following year as shown on the Nursery Calendar at Schedule 2 as updated from year to year.

Deposit

means any deposit towards your Nursery Fees which is payable as a condition of your Pre-Registration Contract as referred to in clause 2.4.

EFE (or Extended Funded Entitlement)

means, for Children who meet the eligibility criteria, the additional 15 hours Government funded childcare entitlement.

Fee Rates

means the Nursery's standard daily rates for providing the Nursery Services for a Child based on a full day's attendance, the details of which are included in Schedule 1 and which may be revised in accordance with clause 6.4.

Fees Information

means the information about the Nursery Fees for your Contract, how these are calculated, and the related payment arrangements.

FEL (or Funded Early Learning)

means the 15 hours Government funded childcare entitlement.

Funded Hours

means Government funded hours these being FEL and EFE.

Funded Learning Offer

means the Nursery's offer for the delivery of Funded Hours as set out at Part B of Schedule 1 .

Funding

means the Government funding for Funded Hours.

Nursery

means the Sheffield Hallam University Nursery at 23 Broomgrove Road, Sheffield, S10 2LW, Telephone Number: 0114 225 2263, Email: childcare@shu.ac.uk. Any reference to the Nursery in these Terms and Conditions or the Contract Information shall be deemed to also be a reference to the Nursery's contracting entity SHUEL.

Nursery Calendar

means the Nursery's calendar for each Contract Year which is included at Schedule 2 and which will be updated from year to year.

Nursery Fees

means the fees charged by the Nursery for the provision of the Nursery Services including all other Charges as set out in clause 6.1.3.

Nursery Services

means the nursery services and facilities which are provided by the Nursery for Children with a Place.

Place

means a place for a Child at the Nursery.

Policies

means the Nursery policies (including Statutory Policies) as amended from time to time in accordance with clause 5.1.3 and 5.1.4.

Pre-Registration Contract

means the contract between you and the Nursery which, when formed in accordance with clause 2.3, reserves your Place at the Nursery.

Registration

means the process by which you formally register for your Place, provide information required by the Nursery and accept liability to pay Nursery Fees. Completion of the registration process is required for the Nursery to provide a Place and the associated Nursery Services.

Registration Fee

has the meaning given in clause 2.5.3.

SHUEL

means Sheffield Hallam Enterprises Limited being a wholly owned subsidiary of the University and the legal entity through which the Nursery enters into a Contract with you.

Statutory Policies

means those Policies which are OFSTED requirements for the Nursery, and which are marked as “Statutory Policies” on the Website.

Term

means one of the three terms within the Contract Year being the Autumn Term, Spring Term and Summer Term the dates of which are included in the Nursery Calendar at Schedule 2 which will be updated from year to year.

Terms and Conditions

means the terms and conditions contained in this document.

Website

means the Nursery's website <https://www.shu.ac.uk/nursery>

Wrap Around Care

means, for a Standard Nursery Contract which includes Funded Hours, the Nursery Services provided outside of the Funded Hours' session times.

Working Day

means any day which is not a Saturday, a Sunday, a bank holiday, a public holiday in England or an extra statutory University holiday.

University

means Sheffield Hallam University Higher Education Corporation of City Campus, Howard Street, Sheffield. S1 1WB.

2 ADMISSION TO THE NURSERY**2.1 Consideration of applications**

- 2.1.1 All applications for a Place at the Nursery are considered under the Nursery's [Admissions Policy](#) which is available on the Website.
- 2.1.2 The Nursery is not obliged to provide reasons for its decisions in relation to applications.

2.2 Your Contract with the Nursery and the Contract Information

- 2.2.1 To help you make an informed decision about accepting a Place, the Nursery will make available to you a range of information through a variety of means, including through written materials, Nursery visits and the Website.
- 2.2.2 Your Contract Information confirms the particular contractual terms on which a Place can be provided to you. It includes:
 - a) your offer letter;
 - b) your completed Registration Form;
 - c) your completed Funded Hours Form (if applicable);
 - d) these Terms and Conditions (including the Schedules);
 - e) the Funded Learning Offer; and
 - f) the Statutory Policies;
- 2.2.3 No information other than that contained in the Contract Information forms part of the Contract.

2.3 Your Pre-Registration Contract

- 2.3.1 Your offer letter which offers you a Place includes an offer validity period. If you do not accept the offer of a Place during the offer validity period, the Nursery's offer to you will lapse. The Nursery reserves the right not to consider late acceptances which are received outside of the offer validity period.
- 2.3.2 When you accept the offer of a Place within the offer validity period, a Pre-Registration Contract on the terms of the Contract Information is formed between you and the Nursery.
- 2.3.3 Subject to clause 2.4, your Pre-Registration Contract reserves your Child's Place and gives you the opportunity to take up that Place upon satisfactory completion of Registration.
- 2.3.4 You have a statutory right to cancel your Pre-Registration Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a Place. In these circumstances, clause 2.4.4 applies.
- 2.3.5 Further details on your cancellation rights are included at Schedule 3 which also includes a model statutory cancellation form which you can choose to use but is not a requirement.
- 2.3.6 Your Pre-Registration Contract automatically expires if and when you complete Registration and take up your Place, in which circumstances clause 2.5 applies.
- 2.3.7 If you do not register and take up your Place by the date you have been given by the Nursery, your Pre-Registration Contract will automatically expire at that date, and you will lose your Place. In these circumstances, clause 2.4.4 (b) applies.

2.4 Deposits

- 2.4.1 The Nursery reserves the right to require a Deposit towards your Nursery Fees as a condition of your Pre-Registration Contract.
- 2.4.2 Details of any Deposit which you are required to pay will be set out in the offer letter which forms part of your Contract Information.
- 2.4.3 Where a Deposit is required, your Place will not be guaranteed until the Deposit has been paid. The Nursery reserves the right to withdraw the offer of a Place without

further notice to you if the Deposit is not paid by the date stipulated in your offer letter.

2.4.4 If you cancel your Pre-Registration Contract:

- a) within the 14 day statutory cancellation period or more than 90 days before the start date for your Place, you will have no liability to pay the Deposit and a full refund of this will be given; or
- b) after the 14 day statutory cancellation period but 90 days or less before the start date for your Place, the Nursery reserves the right to retain a reasonable proportion of the Deposit as a contribution towards the Nursery's reasonable costs and losses.

2.5 Registering for your Place - your Nursery Contract

- 2.5.1 When you complete and return the Registration Form your Nursery Contract on the terms of the Contract Information is formed between you and the Nursery. You must ensure that you read and understand the Contract Information prior to returning your Registration Form as you are agreeing to be bound by the Contract Information once your Nursery Contract with us is formed.
- 2.5.2 Your Nursery Contract, on the terms of the Contract Information, begins on the date you return your completed Registration Form ("**Contract Start Date**").
- 2.5.3 Registration is subject to an administration charge ("**Registration Fee**") which will be added to the Nursery Fees payable as set out in clause 6.
- 2.5.4 Your liability to pay the Registration Fee and other Nursery Fees arises from the Contract Start Date.
- 2.5.5 Your Contract expires in accordance with clause 2.8 below.

2.6 Your cancellation rights

- 2.6.1 You have a statutory right to cancel your Nursery Contract. The cancellation period will expire at the end of 14 calendar days after your Contract Start Date. If you cancel within the statutory cancellation period, you will have no liability for Nursery Fees unless clause 2.7 applies.
- 2.6.2 Further details on your cancellation rights are included at Schedule 3 which also includes a model statutory cancellation form which you can choose to use but is not a requirement.

2.7 Attendance within or before the expiry of the statutory cancellation period(s)

- 2.7.1 If your Child takes up their Place and attends the Nursery before the end of the statutory cancellation period referred to in clause 2.6.1, by your Child's attendance you are expressly agreeing that the provision of the Nursery Services for your Child should begin within the statutory cancellation period.
- 2.7.2 In the circumstances in clause 2.7.1, if you subsequently decide to cancel your Contract within the statutory cancellation period, you will be liable to pay a proportion of the Nursery Fees to cover the period from your Child's first attendance to the date of cancellation.

2.8 Contract duration and expiry

- 2.8.1 Your Contract will run from the Contract Start Date referred to in clause 2.5.2 and, subject to the provisions for ending the Contract early as set out in clause 11, will

continue from year to year until the end of the Term immediately prior to your Child starting school when it will expire (“**Expiry Date**”).

- 2.8.2 At least **120** days prior to the start date of each Contract Year, the Nursery will notify you in writing of:
- a) the Nursery Calendar for the forthcoming Contract Year to include Term dates, Nursery closure and early closure dates, Funded entitlement weeks and additional bookable dates;
 - b) any change to Nursery opening hours or Funded Hour arrangements;
 - c) any service changes;
 - d) any changes to the Fee Rates or Charges arising from the annual Nursery Fees review under clause 6.4; and
 - e) confirmation of your Booked Sessions for the forthcoming Contract Year (based on your Booked Sessions for the previous Contract Year).
- 2.8.3 If, following the Nursery’s notification to you under clause 2.8.2, you do not want your Contract to continue, you may end your Contract by providing written notice to the Nursery Office email address (as set out in clause 12) within 30 days of your receipt of the Nursery’s notification under clause 2.8.2.

3 NURSERY CALENDAR AND BOOKED SESSIONS

3.1 Term dates, opening hours, session times and Funded Hour arrangements

- 3.1.1 The Nursery Calendar including Term dates, opening hours, daily session times, Funded entitlement weeks, closure dates, early closure dates and additional bookable dates within the Contract Year is set out in Schedule 2. The dates in Schedule 2 will be updated from year to year.
- 3.1.2 When the offer of a Place is made, your offer letter sets out the days and session times each week which are applicable to the Place offered (these are your “**Booked Sessions**”).
- 3.1.3 Your Booked Sessions are fixed for the duration of your Contract unless we agree a change with you in accordance with clause 3.4.

3.2 Nursery closure

- 3.2.1 The Nursery closes on bank holidays and additional (extra-statutory) University holiday days as set out in the Nursery Calendar at Schedule 2.
- 3.2.2 For the continued professional development of Nursery staff and the quality of the Nursery Services provided, the Nursery Calendar includes a number of planned staff training days and early closure days. These dates are set out in the Nursery Calendar for the current Contract Year.
- 3.2.3 You will be notified of these planned Nursery closure and early closure dates prior to the start of each Contract Year in accordance with clause 2.8.2.

3.3 Early drop-offs and late collections

- 3.3.1 The Nursery’s opening hours are set out in the Nursery Calendar. Children should not be brought to the Nursery or collected outside of these times.

- 3.3.2 You are responsible for dropping-off your Child and collecting them on-time at the start and end times of your Booked Sessions.
- 3.3.3 Any attendance outside of your Booked Session times or outside of the Nursery's opening times will be subject to additional charges. Details of the applicable charges are set out in Schedule 1 (Nursery Fees and Funding). You will be notified of any change to these charges prior to the start of each Contract Year in accordance with clause 2.8.2.

3.4 Changing your Booked Sessions

- 3.4.1 Any request to change your Booked Sessions should be made to the Nursery as early as possible prior to the Term when you would like the changes to take effect. The request should be made using the “**Change Sessions**” form which is available on the Nursery [Website](#). Your completed form should be sent to the Nursery Office by email using the Nursery email address set out in clause 12 and which is also included on the Change Sessions form.
- 3.4.2 The Nursery will act reasonably when considering your request but cannot guarantee that your requested changes will be accommodated as this depends on the availability of the sessions requested. Where we are unable to accommodate your request, we will discuss what we can offer with you.

3.5 Swapping sessions

- 3.5.1 Ad hoc requests to swap a Booked Session can only be made if this is to swap between a session within the same week. Requests to swap a Booked Session should be made, using the “**Swap Sessions**” form which is available on the [Website](#). Your completed form should be sent to the Nursery Office, by email using the Nursery email address set out in clause 12 and which is also included on the Swap Sessions form.
- 3.5.2 The Nursery will act reasonably when considering your request but cannot guarantee that your request will be accommodated as this will depend on availability, class size and staffing ratios.
- 3.5.3 Where the Nursery agrees to a swap to your session(s) for any week this will be subject to an administration charge payable for each individual session swapped. Details of the administration charge are set out in Schedule 1 (Nursery Fee Rates and Funding).

3.6 Booking extra or ad hoc sessions

- 3.6.1 If you have a Standard Nursery Contract you may book extra sessions outside of the weeks of your Contract Year when the Nursery is open. The Nursery will give you advance notice of the available dates to book and booking arrangements for these.
- 3.6.2 You may make a request to book individual ad hoc sessions. Ad hoc requests should be sent to the Nursery Office by email using the email address shown in clause 12.
- 3.6.3 Booked extra or ad hoc sessions will be invoiced separately at the end of each Term as set out in clause 6.1.4.
- 3.6.4 Once an extra or ad hoc session has been booked, no refund will be given unless you provide a minimum of **14 days'** written notice to the Nursery. Notice of cancellation should be sent by email to the Nursery Office at the email address set out in clause 12.

3.7 Absences, illness and cancellations

- 3.7.1 The Nursery manages all Child absence in line with the Local Authority funding conditions and guidance.
- 3.7.2 Where your Child is absent from the Nursery or if they fail to attend for their Booked Session, the following steps will be taken:
- a) **First day of absence:** if the Child's parent or carer has not contacted the Nursery with a reason for absence, we will attempt to make contact to establish the reason for the absence.
 - b) **Three consecutive sessions or one week's absence:** if three consecutive Booked Sessions or one week elapses with no attendance by the Child or contact from the parent, carer or family, the Nursery will contact the Child's Health Visitor to share this concern. If the Child has a named Social Worker, the Social Worker will also be contacted as a matter of urgency.
 - c) At this stage, the Nursery will also follow the Local Authority's guidance on [Children missing from pre-school services](#) .
- 3.7.3 Where your Child attends the Nursery but is unwell and, in the Duty Nursery Manager's opinion, is too ill to attend or their condition puts other Children at the Nursery at risk of illness, you will be asked to collect your Child and advised they should not attend again until medically safe to do so.
- 3.7.4 If there is a requirement for your Child to self-isolate due to their contact with another Child, staff member, or person external to the Nursery, you will be asked to collect your Child (or that your Child does not attend Nursery) and advised that they should not attend Nursery again until it is recognised as medically safe to do so. The Nursery will follow any applicable Government, NHS or public health guidance in its approach to self-isolation.

3.8 Withdrawal of Nursery Services

- 3.8.1 The Nursery reserves the right to make variations to or withdraw its Services if such actions are reasonably considered to be necessary by the Nursery, for example, where:
- a) events beyond the Nursery's reasonable control prevent the Nursery Services from being delivered or from being delivered safely either temporarily or permanently (see also clauses 6.3.3 and 10.2);
 - b) health and safety or other legal reasons apply; or
 - c) improvements and changes are being made to the Nursery premises or facilities.
- 3.8.2 The Nursery will take reasonable steps to mitigate the impact of such withdrawals wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or likely periods of non-availability.
- 3.8.3 The Nursery is unable to guarantee that all Nursery Services will be available at all times to all Children but will endeavour to provide a reasonable level of provision when the Nursery is open.

4 OBLIGATIONS

4.1 The Nursery's obligations to you

- a) The Nursery will provide the Nursery Services and its facilities for your Child at the agreed times and on the terms of the Contract Information.

4.2 Your obligations to the Nursery

4.2.1 You agree to:

- a) ensure all information provided in your Registration Form is complete, accurate and correct;
- b) ensure your Child attends Nursery for their Booked Sessions on a regular basis and to inform the Nursery if, for any reason, your Child is unable to attend;
- c) immediately inform the Nursery if your Child is suffering from any contagious disease and not allow your Child to attend the Nursery until it is medically safe (both for your Child and for other Children at the Nursery) to do so;
- d) immediately inform the Nursery of any changes to your contact details (or those of the other contacts named on your Registration Form);
- e) immediately inform the Nursery of any change in your, or your Child's, circumstances from those included on your Registration Form;
- f) immediately inform the Nursery if, for any reason, you are unable to collect your Child at the agreed collection time;
- g) provide as much advance notice as possible for any dates on which your Child will not be attending for any Booked Sessions;
- h) ensure you keep the password to collect your Child from Nursery confidential and secure. Ensure that only those persons authorised to collect your Child are provided with your password and they agree to keep this confidential and secure. You must notify the Nursery immediately, and request a change to your password, if you believe the confidentiality of your password may have been compromised;
- i) pay the Nursery Fees in accordance with clause 6; and
- j) comply with the Nursery Policies in accordance with clause 5.

5 NURSERY POLICIES

5.1 Compliance

- 5.1.1 As a condition of accepting a Place you agree to abide by the Policies to the extent they apply to you or your Child.
- 5.1.2 The Statutory Policies are available on our [Website](#) and form part of the Contract Information.
- 5.1.3 The Nursery reserves the right to make reasonable changes to the Policies from time to time where, in the opinion of the Nursery, it will assist in the proper delivery of the Nursery Services; it is in the interests of Children; and/or it is required by OFSTED, law or funders.
- 5.1.4 Changes to the Nursery Policies may be made for one or more of the following reasons:

- a) to update to ensure the Policy remains fit for purpose;
 - b) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - c) to incorporate sector guidance or good practice;
 - d) to incorporate feedback from parents or carers; and/or
 - e) to aid clarity or consistency of approach.
- 5.1.5 Where changes are made, the Nursery will take reasonable steps to minimise disruption wherever reasonably possible, for example, by giving reasonable notice of changes before they become effective, or by phasing in the changes, if appropriate.
- 5.2.6 If you have any concerns about the rationale for, or effect of, any change please contact the Nursery Office (see clause 12 for contact details).
- 5.2.7 The updated Policies will be made available on the Nursery's Website and may be publicised by other means to bring the changes to your attention.

6 NURSERY FEES, DEPOSITS, AND FUNDING

6.1 Nursery Fees

- 6.1.1 The Nursery charges Nursery Fees for the delivery of the Nursery Services and you will have primary responsibility for payment.
- 6.1.2 The Nursery Fees include all Charges associated with your Contract including your Deposit, Registration Fee, the fees for Booked Sessions (based on the standard daily Fee Rate), the cost of Consumables, any extra sessions or Wrap Around Care booked, any late collection fees and any administration charges (for example, for swapping sessions).
- 6.1.3 Nursery Fees are payable in eleven (11) monthly instalments in advance. Each instalment falls due on the first of the month commencing on 1 September and ending on 1 July (inclusive).
- 6.1.4 The Nursery calculates your monthly instalment payment based on the sum of all Nursery Fees applicable to your pattern of Booked Sessions over the full Contract Year (or if the delivery of Nursery Services begins part way through the Contract Year over the part of the Contract Year for which the Nursery Services are to be delivered) and taking account of your Deposit, Registration Fee, any Wrap Around Care and other known Charges at the date of the calculation. This total is then split equally across eleven (11) monthly instalments for Contracts covering a full Contract Year (or for Contracts covering only part of a Contract Year the applicable number of months in the part Contract Year). The Nursery will notify you of your monthly instalment payments and how these have been calculated prior to your Contract Start Date and for future Contract Years prior to the start of the new Contract Year in accordance with clause 2.8.2?
- 6.1.5 Any additional Charges payable and any refunds or deductions due to you, which were not included in the monthly instalment calculation, will be reconciled and invoiced or credited to you at the end of each Term.
- 6.1.6 You are contractually obliged to pay the Nursery Fees including all other Charges on the dates they fall due from the moment your Contract is formed under clause 2.5.2.

6.2 Funded Hours

- 6.2.1 The Nursery is registered to receive nursery education funding for Children aged two to five under the Government's Early Years Funding scheme. For further information on the Government's scheme, the eligibility criteria and steps you need to take to access the Funding you should refer to the details on the [Local Authority's website](#).
- 6.2.2 The Nursery's Funded Learning Offer for Government Funded Hours is detailed in the "Funded Learning Offer" document on the [Website](#) and is also included at Part B of Schedule 1. You should ensure you have read and understood the terms on which Funded Hours are provided as this forms part of your Contract Information.
- 6.2.3 If during the life of your Contract with the Nursery, your Child becomes eligible for Funded Hours or their eligibility for Funded Hours changes, your Nursery Fees and monthly instalment payments will be recalculated to reflect this. The Nursery will notify you, in writing, 30 days in advance of any change taking effect.

6.3 Nursery Fees: Absences and Nursery closures

- 6.3.1 Nursery Fees are not payable for Nursery closure for:
- a) training days;
 - b) additional (extra-statutory) University holiday days; or
 - c) early closure days (for the hours the Nursery is closed).
- 6.3.2 Nursery Fees are payable and no refund or adjustment will be made for:
- a) bank-holiday (statutory) Nursery closure days; and
 - b) any period of non-attendance for Booked Sessions, whether this is due to illness (including if your Child is sent home from Nursery due to illness or a requirement to self-isolate), holidays, your cancellation of a Booked Session or otherwise. This is with the exception of Charges for lunches and snacks, these Charges may be refunded if a minimum of 10 days' written notice of absence and cancellation is given.
- 6.3.3 Where events beyond the Nursery's reasonable control prevent the Nursery Services from being delivered or from being delivered safely, Nursery Fees will not be payable for the period when the Nursery Services are not delivered or provided.

6.4 Nursery Fees review

- 6.4.1 The Nursery's Fee Rates and other Charges are reviewed and may be revised on an annual basis prior to the beginning of each Contract Year. The Nursery will notify you of any changes in accordance with clause 2.8.2.

6.5 Registration Fee

- 6.5.1 Registration is subject to payment of a Registration Fee. The Registration Fee covers the Nursery's initial administration costs for registering your Place, your Child's settling-in sessions as referred in clause 6.5.2 below, and for forming the Contract with you.
- 6.5.2 Where your Child is new to the Nursery, the Nursery limits the hours they attend over the first two weeks of your Contract to help them settle in properly. These are referred to as "settling in sessions". The costs of "settling in sessions" are covered by your Registration Fee. Nursery Fees, at the full rate applicable the pattern of

Booked Sessions for your Place apply after the settling in sessions have been completed.

- 6.5.3 The Registration Fee will be included within your total Nursery Fees and instalment calculation.

6.6 Debts

- 6.6.1 If you fail to pay any Nursery Fees by the due date specified on the Nursery's invoice, the Nursery reserves the right to charge you interest on any outstanding Nursery Fees on a daily basis at an annual interest rate of 2% above the base rate of HSBC until all outstanding Nursery Fees and interest are paid.
- 6.6.2 The Nursery reserves the right at any time during the Contract Year to withdraw your Place and withhold all Nursery Services until all outstanding Nursery Fees and interest are paid and/or terminate the Contract between you and the Nursery in accordance with clause 11.1.1 (c).
- 6.6.3 Before exercising its rights under clause 6.6.2, the Nursery will give you reasonable notice of its intentions, allow you the opportunity to make representations and take those representations into account in deciding how to proceed.
- 6.6.4 If, at the end of a Contract Year you are in debt to the Nursery for Nursery Fees, the Nursery reserves the right to withdraw your Place for the next Contract Year and terminate the Contract between you and the Nursery.

7 DATA PROTECTION

- 7.1 The Nursery is required as a data controller to comply with data protection laws when processing personal data and/or special categories of data, as defined by those laws.
- 7.2 As a public authority, the Nursery has appointed a Data Protection Officer who can be contacted at DPO@shu.ac.uk.
- 7.3 The Nursery will process your personal data and that of your Child in accordance with its [Privacy Notice](#). The Privacy Notice sets out information on the purposes for which Personal Data is held on parents / carers / other relevant contacts and their Children, the categories of data held, the safeguards in place, and the organisations to whom the Nursery may disclose your personal data. The Privacy Notice informs you of your rights as an individual data subject, and the Nursery has processes in place to allow you to exercise those rights.
- 7.4 The Nursery will ensure that it has in place appropriate organisational and technical measures to ensure a level of security appropriate to the risk.
- 7.5 You are required to provide the Nursery with your contact details and those of other relevant contacts and to keep these up to date throughout the duration of your Contract.

8 PERSONAL PROPERTY AND BELONGINGS

- 8.1 You are responsible for ensuring that your Child's clothing is clearly labelled with their name.
- 8.2 Other personal property, whether belonging to you, your Child or other carers, including toys, books, equipment, devices, money or other valuables should be left at home and not brought on to Nursery premises. Any such property which is brought on to Nursery premises is at your own risk. See also clause 10.1.1.

9 HEALTH AND SAFETY, SECURITY AND SAFEGUARDING

9.1 Health and safety

- 9.1.1 The Nursery operates in accordance with the health and safety policy of the University.
- 9.1.2 You must observe and follow Nursery safety and security procedures at all times including those relating to locking gates and doors.

9.2 Door passes

- 9.2.1 The Nursery will provide you with two Nursery door passes, one for each of the two named main carers. Passes must not be transferred to any other friends or family members who may collect your Child. Other friends or family members who collect your Child must ring the Nursery buzzer and follow the Nursery collection procedure.
- 9.2.2 You must report any misplaced or lost passes to the Nursery Office immediately to ensure the pass can be deactivated. An additional charge is payable for each replacement pass provided (this charge is set out in Part A of Schedule 1).
- 9.2.3 You must return your passes to the Nursery on the expiry or end of your Contract. Any passes not returned will be subject to an additional charge (this charge is set out in Part A of Schedule 1).

9.3 Safeguarding

- 9.3.1 The Nursery will follow its Safeguarding Policy in the event of a concern regarding your Child's welfare or safety.

10 LIABILITY AND INSURANCE

10.1 General

- 10.1.1 The Nursery cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
 - a) any loss or damage to your property or belongings (including the property of your Child or other carers) which is brought on to Nursery premises unless it is caused by the negligence or default of the Nursery or its staff;
 - b) personal injury or death except in so far as it is caused by the negligence of the Nursery or its staff;
 - c) all indirect and consequential losses, however arising; and
 - d) loss of opportunity and loss of income or profit, however arising.
- 10.1.2 In any event, save for any liability which cannot be legally limited or excluded the Nursery's liability to you is limited to the Nursery Fees paid or payable in respect of your Place or the amount the Nursery receives from its insurers in respect of that particular loss, whichever is the greater.

10.2 Exclusion of liability for events beyond reasonable control

- 10.2.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under the Contract if such failure or delay is due to any cause beyond that party's reasonable control.

- 10.2.2 This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, threat of terrorist attack, invasion, occupations, fire, explosion, storm, flood, earthquake, subsidence, epidemic or pandemic, natural disaster, failure of public or private telecommunications networks, industrial action, strikes, lock-outs, labour disputes (including labour disputes involving the workforce of any third party) and acts of God.
- 10.2.3 Should the Nursery be affected by any events beyond its reasonable control, it will take the steps described in clause 3.8 and/or implement as appropriate its incident management policy and/or business continuity plans.

10.3 Insurance

- 10.3.1 The Nursery has in place and maintains insurance with appropriate levels of cover to cover its activities. Details of the insurance held can be requested from the Nursery Office. A copy of the certificate of insurance is displayed at the Nursery.

11 ENDING YOUR CONTRACT

11.1 The Nursery Ending your Contract

- 11.1.1 The Nursery may, without liability, end your Contract and withdraw your Place at any time immediately by written notice to you if you:
- a) provide false, incomplete or misleading information in relation to your application for a Place or your entitlement to Funding;
 - b) fail to comply with these Terms and Conditions and/or the Statutory Policies and do not put this right within a reasonable period after the Nursery has drawn this to your attention.
 - c) fail to pay any Nursery Fees and interest by the due date specified by the Nursery as set out in clauses 6.6.2, 6.6.3 and 6.6.4 .
- 11.1.2 The Nursery may also, without liability, end your Contract and withdraw your Place by written notice if a decision is made to close the Nursery on a permanent basis.
- 11.1.3 The effect of the Nursery ending your Contract under clause 11.1.1 or 11.1.2 or under any other provision of the Terms and Conditions will be that you will be required to withdraw your Child from the Nursery immediately and they will no longer be eligible for a Place.
- 11.1.4 The Nursery may in its absolute discretion refund or abate a proportion of any pre-paid Nursery Fees on a pro rata basis for any period after the date your Contract ends. This is subject to the Nursery retaining an amount to cover its reasonable losses and costs as a result of your Contract ending early.

11.2 Your Ending of the Nursery Contract

- 11.2.1 After the 14 day statutory cancellation period has expired, you may end the Nursery Contract at any time by providing the Nursery with a minimum of **20 Working Days' written notice**. Notice should be given using the "**Cancellation of Place**" form a copy of which can be download from the [Website](#). Your completed Cancellation of Place form should be sent by email to the Nursery Office using the email contact details provided at clause 12.
- 11.2.2 If your Nursery Contract includes Funded Hours, the 20 Working Day notice period referred to in clause 11.2.1 covers the notice period required by the Local Authority to move your Child's Funded Hours to a different provider.

- 11.2.3 If you end your Nursery Contract without providing the notice required under clause 11.2.1 you will remain liable to pay the Nursery Fees for the full 20 Working Days' notice period.
- 11.2.4 If you are a student at the University and withdraw from your course you may end your Contract with the Nursery with effect from the date of your withdrawal from the course.
- 11.2.5 You may immediately end the Contract if the Nursery has materially breached any of its obligations under the Contract and the Nursery has not put right the breach within a reasonable period after you have drawn this to the Nursery's attention.

12 NOTICES AND CONTACTS

- 12.1 Unless you request that the Nursery's communications with you are made by post, the Nursery will use email as its main method of communication with you and asks that, wherever possible, your communications with the Nursery are also made by email.
- 12.2 Any notice served by the Nursery under these Terms and Conditions and any correspondence from the Nursery shall be deemed to have been served:
- a) if sent by email, at the time of transmission to the email address notified to the Nursery by you; or
 - b) if sent by post, two Working Days after dispatching to the postal address notified to the Nursery by you.
- 12.3 The Nursery shall be entitled to assume that the last email and postal addresses which you notified to the Nursery are your current addresses and therefore you must keep the Nursery informed of any changes.
- 12.4 Any correspondence or communication with the Nursery should be sent by email to:
- Nursery Office**
Email: childcare.shu.ac.uk
- 12.5 Where you have requested to communicate by post, your correspondence or communications with the Nursery should be sent to:
- Nursery Office**
23 Broomgrove Road, Sheffield, S10 2LW
- 12.6 Such correspondence shall be deemed to have been served:
- a) if sent by email, at the time of transmission to the Nursery's email address given in clause 12.4 above; or
 - b) if sent by post, two Working Days after posting to the Nursery's postal address given in clause 12.5 above.
- 12.7 If the deemed time of service under clauses 12.2 and 12.6 would occur outside business hours, it shall be deferred until business hours resume. In this clause 12.7, business hours means 9.00am to 5.00pm on a Working Day.

13 CHANGES TO TERMS AND CONDITIONS, SEVERANCE AND CONTRACT VARIATIONS

13.1 Changes to Terms and Conditions

13.1.1 The Nursery reserves the right to make reasonable changes to these Terms and Conditions at any time.

13.1.2 Changes will usually be made in order to:

- a) comply with any changes in the law, government policy, requirements or guidance, or to take account of a ruling by a court or similar body;
- b) comply with any changes required by OFSTED;
- c) comply with any changes or requirements relating to funding for Funded Hours;
- d) implement legal advice, national guidance or good practice;
- e) provide for the introduction of new or improved methods of operation, services or facilities;
- f) reflect market conditions;
- g) make them clearer or more favourable to you;
- h) rectify any error that might be discovered in due course; and/or
- i) further to codify existing arrangements.

13.1.3 These changes will normally come into effect at the beginning of your next Contract Year, although the Nursery reserves the right to introduce changes during the Contract Year where it reasonably considers it to be in the interests of Children at the Nursery or required by law.

13.1.4 The Nursery will usually give you prior notice when changes to the Terms and Conditions are to be made in accordance with the process in clause 2.8.2. Where prior notice of a changes is not possible, the changes will be brought to your attention as soon as is reasonably practicable.

13.1.5 Where changes are made to the Terms and Conditions, the Nursery will take reasonable steps to mitigate the impact on you or your Child wherever reasonably practicable.

13.1.6 If you have any concerns about the rationale for or effect of any change, please contact the Nursery Office (see clause 12 for contact details).

13.1.7 Any new editions of the Terms and Conditions shall be made available on the Nursery's Website, will be notified to you in accordance with clause 2.8.2 , and may be publicised by other means so that you can be aware of any changes.

13.2 Severance

13.2.1 In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Pre-Registration or Contract between you and the Nursery without affecting the remaining Terms and Conditions which shall continue to be valid.

13.3 Contract Variations

13.3.1 No variation or amendment to your Pre-Registration or Contract may be made by you without the prior written consent of the Nursery.

14 STATUS OF TERMS AND CONDITIONS AND YOUR CONTRACT INFORMATION

- 14.1 These Terms and Conditions, and your Contract Information represent the entire agreement between you and the Nursery and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the Nursery.
- 14.2 Any failure of or delay to exercise rights under the Contract by the Nursery or by you shall not be a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.
- 14.3 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information and the Contracts (Rights of Third Parties) Act 1999 is excluded.

15 LAW AND JURISDICTION

- 15.1 Your Contract is governed by and construed in all respects in accordance with the laws of England and Wales and subject to the jurisdiction of the courts of England and Wales.

16 HEADINGS

- 16.1 The headings in these Terms and Conditions are included for convenience or reference only and shall not affect their interpretation.

17 COMPLAINTS

- 17.1 The Nursery has a Complaints Procedure, the details of which are as set out on the Policies page of our [Website](#).
- 17.2 You should refer to the Complaints Procedure for details of how to raise a concern or complaint about the Nursery Services and the process which the Nursery will follow to deal with this.

Version Control	Created by:	Date	Effective Date
New set of Terms and Conditions adopted (v2.1)	RS / RT	28.07.2021	28.07.2021

Schedule 1 - Nursery Fees and Funding

Part A – Nursery Fees, Fee Rates and Charges

September 2021 – August 2022

1. Registration Fee

As set out at clause 2.5.3 of the Terms and Conditions, Registration is subject to a £50 Registration Fee.

2. Nursery Fee Rates

The Nursery offers full day sessions from 8.00 am to 6.00 pm at the following daily Fee Rates:

Age	Rate per day
Under 3 years	£55.00
3-5 years	£53.00

2.1. Wrap Around Care

The cost per hour of Wrap Around Care is £8.50 per hour. This applies around the Funded Hours session times available for FEL and EFE funded sessions.

3. Consumables and Extras

The following charges apply **in addition** to the daily Fee Rates:

Item	Rate per day
Snacks	£0.75
Hot midday meal	£3.80

Hot midday meals are provided by our external supplier; alternatively, you can provide a packed lunch for your child.

Where optional Nursery trips or events are arranged, there may be additional costs applicable for Children who take part. You will be notified of any costs involved at the time that details of the trip or event are provided.

4. Late Collection

As set out in clause 3.3.3 of the Terms and Conditions any attendance outside of your Booked Session times or outside of the Nursery's opening times will be subject to additional charges which are detailed below:

15 minutes late - £10.00
30 minutes late - £20.00
45 minutes late - £30.00
1hr late - £40.00

5. Swapping sessions charge

As set out at clause 3.5.3 of the Terms and Conditions an administration charge of £10 is payable for each individual Booked Session which is swapped.

6. Lost access passes

As set out in clause 9.2.2 and 9.2.3 of the Terms and Conditions a charge of £5 is payable for each pass which is lost or not returned.

Part B – Nursery Funded Learning Offer

Below are the details of Sheffield Hallam University's Collegiate Nursery's delivery of the funded sessions:

Free Early Learning (FEL)

All children aged **3-4 are eligible for 15 hours government funded childcare**. Some 2 year olds are also eligible to receive this entitlement, please refer to the [Local Authority funding information](#) on their website for eligibility criteria and how to apply for the funding code

The Nursery will wherever possible accommodate FEL Funded sessions from 9am to 12pm and 1pm to 4pm. However, availability needs to be discussed with the Nursery and mutually agreeable sessions determined that suit you as a family as well as availability at the Nursery. Sessions can be changed on a Termly basis as per our Terms and Conditions. 2 year old FEL sessions can be taken between 9am and 5pm.

FEL can be claimed over a 38 week term. The dates are laid out in our Nursery calendar. Weeks outside of the 38 Funded weeks will be charged at the Nursery's daily Fee Rate.

Extended Free Entitlement offer (EFE)

Since September 2017 the Government has offered, for eligible 3-4 year olds, an additional 15 hours of early learning Funding totalling 30 hours. Eligibility criteria and information on how to obtain your Funding code can be found on the [Local Authority funding information](#). We will require your Funding code in order to claim your Funded Hours. The Nursery will also offer, wherever possible, the 30 hours Funding to eligible 3 and 4 year olds. Below are details of how we offer the Funded Hours at the Nursery.

EFE can be claimed over a 38 week term. The dates are laid out in our Nursery Calendar. Weeks outside of the 38 Funded weeks will be charged at the daily Fee Rate.

We offer set sessions of up to 6 hours per day over 5 days a week.

FEL and EFE funded sessions are offered as follows:

8am-9am	9am-12pm	12pm-1pm	1pm-4pm	4pm-5pm	5pm-6pm
Wrap Around Care	FEL/EFE	Wrap Around Care	FEL/EFE	Wrap Around Care	Wrap Around Care

Once you have agreed the hours you wish to book, you will need to adhere to these times. If you attend within the Wrap Around Care hours but have not booked these, you will be charged at the full Wrap Around hourly rate.

Annual Entitlement

Each child aged 3-4 is entitled to 570 hours of Funded Early Learning (FEL) in a Funded year. When a child's Funded year starts depends on their birthday, as illustrated below:

Children born between:	Funding year runs from:	Terms included in funding year:
1 January - 31 March	1 April to 31 March	Summer, Autumn, Spring
1 April - 31 August	1 September to 31 August	Autumn, Spring, Summer
1 September - 31 December	1 January to 31 December	Spring, Summer, Autumn

What is and is not included in our Nursery Fees and Funded Hours

Government Funding is intended to cover the cost of high-quality childcare. It is not intended to cover the costs of Consumables (including food), additional hours or additional services. A hot midday meal can be provided by our external supplier the cost of which is detailed in our Nursery Fees and charges schedule (Part A of Schedule 1 of the Terms and Conditions). Alternatively, you can bring a packed lunch for your child.

Schedule 2 - Nursery Contracts and Nursery Calendar

1. Nursery Contracts

The Nursery offers the following Contracts:

- 1.1. **Standard Nursery Contract:** The Nursery's Standard Contract is based on a Contract Year which usually runs from September in one year to July in the following year (inclusive) ("**Standard Contract Year**").
- 1.2. **Funded Only Nursery Contract:** We also have a limited number of places for children requiring a Funded only Contract which is based on a 38 week Contract Year ("**Funded Only Contract Year**").

2. Standard Nursery Contract and Funded Only Contract Calendar

The Nursery Calendar below shows the Term dates, Funded entitlement weeks, Nursery closing dates, early closure dates, and bookable additional dates for each type of Contract.

Sheffield Hallam University Collegiate Nursery Calendar 2021/22															
September							October								
	Mo	Tu	We	Th	Fr	Sa	Su		Mo	Tu	We	Th	Fr	Sa	Su
			1*	2*	3*	4	5						1	2	3
FW1	6	7	8	9	10	11	12	FW5	4	5^	6	7	8	9	10
FW2	13	14	15	16	17	18	19	FW6	11	12	13	14	15	16	17
FW3	20	21	22	23	24	25	26	FW7	18	19*	20	21	22	23	24
FW4	27*	28	29	30					25	26	27	28	29	30	31
November							December								
	Mo	Tu	We	Th	Fr	Sa	Su		Mo	Tu	We	Th	Fr	Sa	Su
FW8	1	2	3	4*	5	6	7				1	2	3	4	5
FW9	8	9	10	11	12	13	14	FW13	6	7	8	9	10	11	12
FW10	15	16	17*	18	19	20	21	FW14	13	14	15	16	17	18	19
FW11	22	23	24	25	26	27	28		20	21	22	23	24	25	26
FW12	29	30							27	28	29	30	31		
January							February								
	Mo	Tu	We	Th	Fr	Sa	Su		Mo	Tu	We	Th	Fr	Sa	Su
						1	2			1	2^	3	4	5	6
	3	4	5	6*	7	8	9	FW19	7*	8	9	10	11	12	13
FW15	10	11	12	13	14	15	16		14	15	16	17	18	19	20
FW16	17	18	19	20	21	22	23	FW20	21	22*	23	24	25	26	27
FW17	24	25	26	27	28	29	30	FW21	28						
FW18	31														
March							April								
	Mo	Tu	We	Th	Fr	Sa	Su		Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5	6						1	2	3
FW22	7	8*	9	10	11	12	13		4	5	6*	7	8	9	10
FW23	14	15	16	17	18	19	20		11	12	13	14	15	16	17
FW24	21	22	23	24	25	26	27	FW26	18	19	20	21	22	23	24
FW25	28	29	30	31				FW27	25	26	27	28	29	30	
May							June								
	Mo	Tu	We	Th	Fr	Sa	Su		Mo	Tu	We	Th	Fr	Sa	Su
							1				1	2	3	4	5
FW28	2	3	4	5*	6	7	8	FW32	6*	7	8	9^	10	11	12
FW29	9	10	11	12	13	14	15	FW33	13	14	15	16	17	18	19
FW30	16	17	18*	19	20	21	22	FW34	20	21	22	23	24	25	26
FW31	23	24	25	26	27	28	29	FW35	27	28	29	30			
	30	31													
July							August								
	Mo	Tu	We	Th	Fr	Sa	Su		Mo	Tu	We	Th	Fr	Sa	Su
					1	2	3		1	2	3	4	5	6	7
FW36	4	5*	6	7	8	9	10		8	9	10	11	12	13	14
FW37	11	12	13	14	15	16	17		15	16	17	18	19	20	21
FW38	18	19	20	21	22	23	24		22	23	24	25	26	27	28
	25	26	27	28	29	30	31		29	30	31				
Bank Holidays, nursery closed				* Training. If nursery closed it is whole day training, if it's a contracted day it's an early finish 5pm											
Nursery Closed				^ Scheduled Parents Forum Meeting											
Non contracted, nursery open															
Contracted day, nursery open															
Funded Hours Weeks															

Schedule 3 - Statutory Cancellation Form

Statutory Cancellation Instructions - Rights to cancel your Contract

You have the right to cancel your Pre-Registration Contract and Nursery Contract within 14 days of forming each contract with the Nursery (SHUEL).

This "cooling off period" will expire after 14 days from the date of conclusion of the contract (i.e. 14 days following the date upon which you accept the Nursery's offer of a Place for your Pre-Registration Contract; or 14 days following the date you return your completed Registration Form for your Nursery Contract).

If you wish to exercise the right to cancel, you must inform the Nursery of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form below, but it is not a requirement.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this Contract before the cancellation deadline, the Nursery will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to take up your Place and for Nursery Services to start during the cancellation period, you shall pay us an amount which is in proportion to the Nursery Services which have been performed up to the point we receive your notice of cancellation.

STATUTORY CANCELLATION FORM

Send by email to: childcare@shu.ac.uk

Or

Write to: Sheffield Hallam University Nursery, 23 Broomgrove Road, Sheffield, S10 2LW

I hereby give notice that I cancel my contract for a Place at the Nursery and the supply of Nursery Services.

Date of acceptance of offer of a Place / Date of returning your completed Registration Form:

.....

Name of Child:

Name of Parent / Carer

Address of Parent / Carer:

.....