



By signing a Little Beehive contract, you are agreeing to receive a childcare service for the named child (Front Page of contract) at the named location (Front page of contract) and on the conditions as set out below.

The named location refers to one of the below Little Beehive Nursery group businesses.

Little Beehive Nursery locations are:

Cupar

Little Beehive Nursery (Cupar)
56a Crossgate, Tannage Close, Cupar KY15 5HS

Kirkcaldy

Little Beehive Nursery (Kirkcaldy) Ltd
12 Sang Rd, Kirkcaldy KY1 1EZ

Newport-On-Tay

Little Beehive Nursery (Newport) Ltd
30 Tay St, Newport-on-Tay DD6 8AL

Montrose

Little Beehive Nursery (Montrose) Ltd
1 Museum St, Montrose DD10 8HE

Strathkinness

Little Beehive Nursery (Strathkinness) Ltd
70 Main St, Strathkinness, St Andrews KY16 9SA

When we receive your contract and payment of your registration fee, we will process your contract and create an account on our internal admin system FAMLY. We reserve the right to cancel your contract with written notice before your start date. If your contract is cancelled before your start date and you have paid a registration fee or any additional invoices, they will be fully refunded. You have the right to cancel your contract with us. Please see our "Notice Period" clause later in this agreement.

Little Beehive Nursery group is operated from the Little Beehive Head Office.

Little Beehive Head Office

F1
The Granary Business Centre
Cupar
KY15 5YQ

1. **Notice Period:** Four weeks' notice is required, in writing, for a reduction in booked sessions or to terminate your nursery place/contract (not ad-hoc).
 - 1.1. The written notice must come from a parent/carer.
 - 1.2. The reduction in sessions or last day will be the day 4 weeks from the date the notice was received in

- writing, or a specified date agreed with the nursery manager/parent account manager.
2. **Minimum booking:** A minimum of 16 hours per week is required to attend Little Beehive Nursery unless agreed with the Head Office. Examples may include lack of available sessions, child welfare, learning and development.
3. **Contract yearly attendance:** You are entitled to attend Little Beehive Nursery for a set number of weeks per year as agreed on your contract.
 - 3.1. **Full-Year:** If you sign a "Full Year" contract, we are open for 49.6 weeks.
 - 3.2. **Term-Time:** If you sign a "Term-Time" contract, you are entitled to attend during the local authority school term 38 weeks per year.
4. **Nursery Closure Dates:** Little Beehive Nurseries are closed for a scheduled number of days per year.
 - 4.1. Little Beehive Nursery is closed to all children for 2.4 weeks per year for Training, Maintenance, and holidays. These closure days can be found on our website or from your parent account manager.
 - 4.1.1. Little Beehive will give Parents/Carers a minimum of 6 months' notice for any scheduled additional closure days.
 - 4.2. Little Beehive is closed to term-time children when Local authority schools have pre-scheduled closure for in-service, public holidays, and School holidays. These dates can be found on the Local Authority website.
 - 4.2.1. Although Little Beehive schedule for 38 weeks attendance for Term-Time children, the local authority may vary this year-by-year and introduce additional closure at short notice. We will give parents/carers as much notice as possible for these extra scheduled closure days.
 - 4.3. The nursery may unexpectedly close to children due to unavoidable unforeseen circumstances, in the event of unexpected closure, you will be entitled to free ad-hoc for any missed hours. (See 10.)
 - 4.4. Our two-day new year closure will also be re-bookable as free ad-hoc for all children who are scheduled to attend and are unable to attend.
5. **Registration Fee:** When you register your child with the nursery for the first time, you will be charged a registration fee which covers the cost of the administration to set up your nursery account. This fee is non-refundable.
6. **Billing:** Full-time contracts will utilise Annualised billing. This is a method of invoicing where all invoices are the same each month. Your monthly charge is calculated by taking your "Yearly Charge" (Weekly cost multiplied by 50 weeks) and spreading that cost over 12 equal instalments.
 - 6.1. If your weekly costs change (either via session increase/decrease or fee increase/decrease), your monthly bill will also change. If this change takes place mid-month, the invoice for that month will be calculated at the "Actual" rate for that month (i.e. charged for sessions booked), and the following month will revert back to annualised. If you choose to leave Little Beehive mid-month, your final invoice will be calculated at an "Actual" rate for sessions booked up to and including your final day.
 - 6.1.1. We are unable to calculate "Actual" costs for the year in comparison to paid amount when leaving.
 - 6.2. Term Time contracts will utilise "Actual" billing. This is a method of invoicing where billpayers are charged for the exact number of sessions booked per month, and the monthly invoice value will fluctuate.
 - 6.3. If your fees increase, we will inform you with a minimum of 4 weeks' notice to the day the new fees take effect.
7. **Weekly Scheduled Sessions:** Your monthly/weekly charge entitles your child to the agreed number of session(s) per week on your weekly schedule.

- 7.1. Your weekly schedule cannot be changed week by week. Any reductions in sessions must be in place for a minimum of three months.
- 7.2. If you intend to increase your weekly scheduled session attendance, we will offer you the first possible availability for a regular session.
- 7.3. If you intend to decrease your weekly scheduled sessions, we will require 4 weeks' notice in writing to either your Nursery manager or to your Parent/Carer account manager. To ensure this is processed you must receive written acknowledgment from either Nursery manager or Parent/Carer account manager.
8. **Non-attendance of scheduled session:** If you are unable to attend a scheduled session or are planning on not attending a scheduled session, you must notify the nursery of this. This should be done via the Family app with a given reason.
- 8.1. Fees are non-refundable for non-attendance of scheduled sessions.
9. **Ad-Hoc:** Extra sessions can be booked up to 2 weeks in advance and are dependent on availability.
- 9.1. Parents/Carers can cancel ad-hoc sessions with 48 hours' notice (during nursery opening hours).
- 9.2. If you book ad-hoc and the space is not cancelled 48hrs(during nursery opening hours) prior and you do not attend, the session will be charged in full.
- 9.3. Ad-hoc should be paid prior to attendance and the session may be suspended and still charged if payment is not received.
- 9.4. If you do attend the session and payment is made in arrears, you will be subject to an ad-hoc late-charge of £10 per individual booking not paid in advance.
10. **Free Ad-hoc:** If you are entitled to free ad-hoc you must book this by calling either your nursery manager or your Parent/Carer account manager and not book via the Family app.
- 10.1. Free ad-hoc is only available to book after the unexpected closure dates or new year closure have taken place.
- 10.2. Parents/Carers can cancel free ad-hoc sessions with 48 hours' notice (during nursery opening hours).
- 10.3. If you book ad-hoc and the space is not cancelled 48hrs prior (during nursery opening hours), and you do not attend, the hours will be considered used.
- 10.4. The maximum number of free ad-hoc per academic year is 60 hours. Any additional hours after this, you will be credited back to the bill payer's account.
11. **Invoice payment:** Invoices are sent before the start of the month and are to be paid in advance. Payment can be made Via Bank transfer or Family's Direct Debit system. Please contact head office if you wish to pay via a different method.
- 11.1. Late charges will be issued if fees are not paid by the "Due Date" (found on the invoice). 5% of total fees due or £5 if the balance is less than £100.
- 11.2. If Fees are not paid before the start of the following month, the place will be suspended (Ref 46.) and may be considered "Terminated" (Ref 45.) with four weeks' notice from the 1st of the month.
- 11.3. Fees must be paid in full two weeks prior to the last day of attendance. If these fees are not paid, your final two weeks will be "Suspended" (Ref 46.).
12. **Pre-school Funding:** Pre-School funding will be applied to your account once all forms have been returned to your Head Office Parent/Carer account managers.
- 12.1. "Full Time" contracts will be allocated up to 22.8 hours per week over 50 weeks of attendance per year.
- 12.2. "Term Time" contracts will be allocated up to 30 hours per week over 38 weeks of attendance per year.
- 12.3. A custom weekly rate may be calculated if your child has already utilised funding elsewhere during the year or is using split funding between multiple providers. Funding will be allocated to Council services first, and any remaining funding will be applied to private providers after. It is up to the parent/carer to decide what provider the funded hours should be used at if the child attends more than one private provider.
- 12.4. In the event of unexpected closure, we are unable to refund funding back to the parent/carer.
- 12.5. Parents/carers must give 4 weeks' notice for any reduction of funding. If a parent/carer chooses to remove funding and/or leave the nursery without 4 weeks' notice they will be charged in full for this.
13. **Medical Absence/Exclusion:** In the event your child becomes unwell within the nursery or out of the nursery, the child may be asked to spend time off nursery until recovered.
- 13.1. In the event your child has been sick or experiencing diarrhoea, you must inform your nursery manager immediately. Children who have experienced vomiting or diarrhoea must remain off the nursery for 48 hours since the last episode of vomiting or diarrhoea.
- 13.1.1. In the case this happens in the nursery the manager will inform you or your emergency contacts and require pickup as soon as possible.
- 13.2. Medical exclusion may be used for any illness or infection that the person in charge on the day feels may be transmittable or is undiagnosed; examples are, but not limited to, rashes, high-temperature, and coughing.
- 13.2.1. If your child has a recurring, known illness or medical condition that may result in symptoms that would normally result in temporary medical exclusion, a care plan may be put in place to avoid recurring unnecessary exclusion. The manager or individual in charge on that day may decide to follow the normal sickness policy if they think the illness or symptoms are unrelated or worse than normal.
- 13.3. In the event your child is off nursery for a prolonged period of time or has a medical procedure that requires recovery or time off nursery, Little Beehive will consider a reduced fee rate for this time. This is to ensure that we can maintain a space at the nursery upon recovery. To apply for Long-Term sickness or medical procedures, we will require written notice from a doctor.
- 13.4. Parents/Carers must Inform us immediately if the child is suffering from any contagious/transmittable disease or Infection.
- 13.5. Fees are non-refundable for medical exclusion for scheduled sessions.
14. **Sibling Discount:** If you have more than one child at the nursery, you will be entitled to a sibling discount of 7.5%. This discount will be applied to the oldest child's account. There is no sibling discount for children who attend after-school or term-time bookings.
15. **Student Funding:** It is the parent\carer's responsibility to arrange funding through the colleges\universities. The parent\carer must pay for any shortfall in funding.
- 15.1. In the event of funding being removed or reduced by the College/university, the parent/carer/billpayer is responsible for all fees.
16. **Refunds:** Little Beehive may refund credits on your account.
- 16.1. To request a refund, an email must be sent from the registered billpayer's email address (as shown on Family) to admin@littlebeehivenursery.co.uk. The request sent should detail the amount to refund, the nursery attended and the child's full name.
- 16.2. The refund can take up to 30 days to process, and Little Beehive has the right to deny refund requests.
- 16.3. If the Payment refunded has been paid through a tax-saving scheme, the billpayer must take appropriate action to declare this to the relevant authority.
17. **Drop-Off:** Parents/carers are expected to drop off within 2 hours of the agreed session start time (unless

- requested otherwise by the staff). If you are running late or planning on dropping off later, please inform the nursery via Famly.
- 17.1. If you do not drop off within 2 hours and no contact has been made, we will attempt to contact you, other parents/carers, and all emergency contacts. If we are unable to make contact and identify the location of the child within 3 hours of the expected start time, we will contact social services.
18. **Pickup:** Parents/Carers and approved individuals must pick up before the end time of their agreed session. The individual picking up must be a known and named individual to the nursery.
- 18.1. Approved individuals should be added onto the Famly account and made aware to the Little Beehive team; this should be done in writing to the manager.
- 18.2. If the staff do not know or are unsure of the individual's identity when picking up, they will require written consent from a parent/carer and a valid form of identification on pickup. The staff may request a photo of the individual who is picking up or a password to be used by the individual. If staff are unsure of the identification, they may choose not to release the child to the individual and will make best efforts to contact you.
- 18.3. The staff of the nursery may also not release your child to an approved individual if they believe that person to be a risk to the child; reasons may be, but limited to, aggressive behaviour or suspected impairment via alcohol or drugs.
- 18.4. You may be subject to an hourly charge while your child remains in the nursery past their pickup time until an approved individual can pick them up.
19. **Pick up (Late):** If the child is picked up after the agreed session end time, you may be subject to an additional charge or suspension/contract termination (ref 46.)/(ref 45.).
- 19.1. If you have notified and agreed this with the nursery manager (email or Famly), you will be charged a full hour and the current hourly rate for every hour after the original session end time.
- 19.2. If you pick up your child after the agreed session end time without prior notice and agreement with the nursery, you may be charged £30 per hour.
- 19.3. Repeated late pickup may result in suspension (ref 46.) or contract termination (ref 45.).
20. **Staff Shortages:** in the event the nursery you attend is experiencing unexpected staff shortages, e.g. travel disruption/sickness etc., we will inform parents/cares as soon as possible and attempt to identify children who can volunteer to not attend to allow us to maintain our legal staff-to-child ratio. In the event we are unable to identify enough volunteers, we can only accept children into the nursery on a first-come, first-serve basis up to our operating capacity on the day.
- 20.1. For children who cannot attend and are turned away on the day due to staff shortages, this will be treated as an Unexpected Closure (ref 4.3).
- 20.2. Children who voluntarily stay off as agreed with the manager to assist with maintaining ratios will be entitled to a refund for hours, they are unable to attend.
21. **Raised Infection:** In the case of concerns of rising sickness within the nursery or specific room, the nursery/room may be placed onto raised infection control. In the event of raised Infection control, the nursery manager will inform the entire nursery via Famly of what the suspected bug/infection is, what symptoms to check for and what additional steps the nursery is taking to limit transmission.
- 21.1. If a parent/carer chooses not to attend the nursery while we are in raised Infection Control, they will still be charged for the day as normal.
22. **Settling in visits:** Settling in is a mandatory requirement at Little Beehive to ensure your child has the best experience and start to their Early Years journey.
- 22.1. If you are unable to attend a scheduled Settling Visit that was previously agreed upon between yourself and the nursery, you may be charged a full-day rate on an alternative day to accommodate additional staffing.
- 22.2. The nursery manager may choose to delay your official start date if they feel the additional settling time is required. If the settling process ends and you would like additional settling days at your request, you may be charged for these at full cost if the manager feels they are not required.
23. **Waiting Lists:** If we are unable to offer you your desired sessions, you can be added to our waiting list. Our waiting list operates on a "First Refusal" basis, and you will be offered a session when it becomes available. We are unable to hold sessions, and they must be taken from the first available day.
- 23.1. Siblings may be prioritised on our waiting list to ensure families can receive cohesive ELC.
24. **Postponing start date:** You can postpone your start date by 30 days of the original "Start Date" as written on the contract. If you wish to postpone further, you may have to terminate (ref 45.) your contract and re-join the waiting list.
25. **Deferrals:** Little Beehive Nursery does not guarantee school deferrals. If you choose to defer primary, you must inform your nursery manager as soon as possible. A decision by the nursery manager and senior Little Beehive staff will be made as to whether Little Beehive Nursery is a suitable nursery for a deferral or alternative Early Years Education should be considered. If deferral is agreed upon, you will be added to the waiting list.
26. **Resettling:** In the case your child becomes unsettled in the nursery, and their welfare and/or the welfare of others is being affected, the manager of the nursery may suggest resettling. This settling process will operate at a negotiated reduced rate where the bill payer may only pay for sessions attended as opposed to their regular weekly schedule and may continue until the manager of the service is satisfied that the child has settled back into the nursery. This reduced booking pattern will not affect the regular booking pattern.
27. **Non-Solicitation of staff:** Parents/Carers may not (during the term of their time at Little Beehive Nursery and six months after contract termination) seek the employment, entice away or attempt to entice away a person (or persons) currently under the employment of Little Beehive Nursery. If a parent/carer is found to have breached this term, they may be subject to the cost of replacing the team member, including, but not limited to, Agency fees, advertising costs, management time and all such other costs.
28. **Out-of-Nursery childcare:** We do not offer out-of-nursery childcare services. If you wish to use any of our employees or agents to provide external childcare services to you, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those services to you, and we accept no liability to you for the supply of any childcare services.
29. **Investigations and complaints:** Investigations will be carried out by our senior management, and all complaints will be investigated. If you wish to make a complaint, please talk to your nursery manager or contact a director directly (Sandra@Littlebeehivenursery.co.uk / Carol@Littlebeehivenursery.co.uk) if you wish to do this yourself, you may do so here <http://www.careinspectorate.com> —our nursery registration number can be found on our website or in the nursery.
30. **Attending emergency rooms or doctors:** I consent for my child to be taken to a doctor or A&E in the case of an emergency.

31. **Additional Support Needs:** The parents/carers must inform us if your child has any Special Education Need/Disability diagnosed while attending Little Beehive. establishments/bodies, without additional consent.
32. **Consent:** Child consent must be filled out on the Family app by the parent. If the consent is not filled out, the consent defaults to “No”, and the child may not get a full experience at Little Beehive Nursery.
33. **Nut-Free:** Little Beehive Nursery operates a nut-free environment at all times.
34. **Medical/allergy information:** The parent/carer agrees that all medication and allergy information is correct at the time of signing the contract.
- 34.1. You must immediately inform us in writing of any changes to your child’s medication/allergy information and request a new medication/allergy form.
- 34.2. You must complete all medication/care plans after informing us of any medication requirements. This must be done prior to attending. If your child has a medication/care plan and it has not been approved by the parent/carer, we may be unable to offer care until the appropriate documentation has been completed and approved by a Little Beehive nursery manager or acting manager.
35. **Contact information & emergency contacts:** We require a “primary” contact and any additional parent/carers + a minimum of two additional emergency contacts (these cannot be parents/carers).
36. **Changes to information:** You must inform us of any changes in you or your child’s personal details and update Family of any changes to contact or address information for either yourself or all other Parents/Carers and emergency contacts.
37. **Nappies & Wipes:** Parents\Carers must provide nappies and wipes for their child.
38. **Clothing:** Please see our “Recommended” and “Required” clothing list on our website. Alternatively, speak to your nursery manager for a copy of the list.
39. **Sun cream:** A new & sealed Sun cream or a suitable alternative must be provided to the nursery prior to attending.
- 39.1. Staff will apply sun cream to your child following the Little Beehive Nursery sun cream application policy. The nursery may use alternative brands of sunscreen on your child unless specific allergies and sensitives are noted on the “Basic Information” form or via written notice at a later date.
40. **Tracking of learning and development:** I consent to Little Beehive using FAMLY to track my child’s daily routine, development and learning.
41. **Photos/Videos:** The nursery will upload photos and videos onto Family as part of the Little Beehive learning journey. The photos may be uploaded to your individual learning journey or onto the nursery newsfeed.
- 41.1. Little Beehive Nursery will only publicly (i.e. social media) use photographs of children within the service if consent is given either via the “Consents” option on Family or by additional written agreement. These photos may be taken down at the request of the parent/carer.
- 41.2. Photos or videos should not be shared with external parties without written consent from all parents/carers of those in the photos and videos. If you wish to share a photo, please contact your room leader with the request so they can contact other parents/carers for consent.
- 41.3. If your child appears in other children’s learning journeys, they may be downloaded by another parent/carer as part of their child’s “learning Journey” when the child leaves. These documents/photos should not be shared without written consent from parents/carers whose child appears in these learning journeys.
- 41.3.1. These learning Journeys may be shared with other childcare/educational
42. **Local Walks, Trips, Outings (Within 6km):** The nursery may choose to go on walks, trips and outings in the local area (up to 6km from the nursery), Walking or using Private transport (i.e., nursery vehicle or private hire). These are considered “Regular” and part of daily operations within the nursery.
- 42.1. The nursery may, but will not be obliged to, inform parents/carers about local trips/events/outings in the local community prior to the trips/events/outings taking place but will inform the parents/carers Via Family or on pickup. Examples include but are not limited to, Local walks, trips to the shops, visits to local care homes, community events, forest schools, beach foreshore, park visits, etc.
- 42.2. If the nursery chooses to inform parents/carers about an outing, they will do so via Family. Details may include location, departure time, return time, required clothing & additional items.
- 42.2.1. Parents/carers who are late to drop-off, and have been informed about the trip prior, must drop bags and non-necessary trip items at the nursery before dropping their child off at the agreed trip location. If a child arrives without the required clothing or required items to attend the trip/walk/outing, we will make our best efforts to find suitable alternatives. Please get in touch prior to the trip if you know you may be unable to source some required clothing/items.
- 42.2.2. If the parents/carers arrive without the required items, they may be unable to attend the trip/nursery (until staff return) and will still be charged for the day.
- 42.3. If you choose for your child not to attend a trip/walk/outing within the local community and it is not an agreed exclusion location you will still be charged in full for the day.
- 42.4. You may inform the nursery manager of locations within the community that you would not like your child to visit without your additional consent for religious, medical, or personal/ethical reasons.
- 42.4.1. If a justifiable and understandable reason for location exclusion is given, the manager may agree to the exclusion.
- 42.4.2. The exclusion may not be granted if the decision would have a detrimental learning outcome for the child or other children within the service.
43. **Walks, Trips, Outings (Out-with 6km/Public Transport):** The nursery may choose to go on walks, trips, and outings out with the “local area” (beyond 6km) or use Public Transport.
- 43.1. Parents/carers will be informed via Family of the trip, location, departure time, return time, required clothing, additional items & method of transport. We will give as much notice as possible for these trips and will ensure all parents/carers have consented or been contacted before the trip.
- 43.2. Parents/carers can “Opt-out” their child from the trip via written notice directly to the manager of the service (Family or Email). Parents/carers who choose to “Opt-out” will still be charged for the day and may be unable to attend nursery due to staff also attending the trip.
- 43.3. Parents/carers who are late to drop off must drop bags and non-necessary trip items at the nursery before dropping their child off at the agreed trip location. If you choose not to attend after arriving late, they will still be charged for the day.
- 43.4. If a child arrives without the required clothing or required items to attend the trip, we will make our

best efforts to find suitable alternatives. Please get in touch prior to the trip if you know you may be unable to source some required clothing/items prior to the trip. If the parents/carers arrive without the required items, they may be unable to attend the trip/nursery (until staff return) and will still be charged for the day.

43.5. If you choose for your child not to attend a trip/walk/outing, you will still be charged in full for the day and may be unable to attend that day.

44. Data protection: *Little Beehive Nursery uses TRESORIT to share files between the head office and the nursery. TRESORIT is a highly encrypted file storage system that allows the safe storage of documents. Little Beehive Nursery also uses Famly to communicate and store documents and information. All other documents may be stored on the manager's computer, head office's computers and devices, as well as protected tablets and laptops.*

45. Contract Termination: *Little Beehive Nursery reserve the right to terminate any contract. The reasons for this may be but are not limited to, Overdue Fees, Parent/carer behaviour towards the Little Beehive Team and Management, or not adhering to the Little Beehive Nursery Terms and conditions.*

45.1. *Contract Termination will be subject to a minimum of 4 weeks' notice from the date the parent/carer is informed in writing.*

45.1.1. *If the reason for termination is behaviour towards the Little Beehive team or financial, then the termination may take effect with immediate effect with no notice.*

45.2. *The parent/Carer may opt to leave before their contract termination date with a reduced notice period as agreed with Little Beehive head office.*

46. Suspension: *Little Beehive Nursery reserves the right to temporarily suspend a place and keep the agreement of this contract in place. The reasons for this may be, but are not limited to; Overdue Fees, Parent/carer behaviour towards the Little Beehive Team and Management or not adhering to the Little Beehive Nursery Terms and conditions.*

46.1. *Suspended places will be charged in full until the reason for suspension is resolved.*

47. Variation *The nursery reserves the right to vary these terms and conditions and will intimate to you in writing of such changes at the earliest opportunity and when possible no later than two months of said changes taking effect. Such changes will be deemed to have been accepted unless you notify the nursery in writing of any objection, no later than one month from any change being intimated*

48. Previous Contracts – *the contract with the most recent "Start date" is in substitution for all previous contracts with Little Beehive Nursery which shall be deemed to have been terminated by mutual consent from that date on which the most recent contract takes effect.*