

Mama Bear's Day Nursery			POLICY No: 05-325
Funded Hours Opting-Out Policy and Agreement <i>Reviewed 12/10/2026</i>			

Background

Mama Bear's offers high quality funded places for up to 24 hours a week to qualifying families for 47.5 weeks of the year. To enable parents and carers to make full use of their entitlement across the week these can be taken across a variety of sessions during funded periods.

Funded sessions / hours can also be combined with fee-paying sessions to give the best fit for the family's needs.

As the Government funding does not cover the costs of meals, snacks, nappies, other consumables, and non-curricular services & resources, these are provided as an accompanying "Bear Necessities" care package.

What are the Bear Necessities?

The Bear Necessities care package includes everything your child needs that is included in our fee-paying sessions but isn't covered by the Government funding:

- Meals (breakfast, lunch, tea, as appropriate)* *excluding baby milk which should be provided by the Parent / Carer in line with Food Standards Agency / Department of Health Guidance*
- Healthy snacks and fruit*
- Drinks*
- Weaning food*
- Nappies (Good Baby or equivalent)
- Wet wipes (Little Heroes Sensitive or equivalent)
- Barrier cream (Sudocrem or equivalent)
- Sun cream (DEB Stokoderm® Sun Protect 50 PURE or equivalent)
- Pre-school uniform (one set of polo shirt and sweatshirt)
- Other consumables
- Enrichment activities around Christmas, Easter, Mother's Day, etc
- Non-curricular services & resources such as trips and visits, language, song, dance and sports activities provided by outside contractors

* As per [Mama Bear's Policy 417 – Managing Food, Mealtimes, Allergies and Nutrition](#)

Why do we offer this service?

We pair this service with a choice of session lengths to create a convenient package that best meets the needs of busy parents, supplying these items so you don't have to worry about getting everything ready yourself.

More importantly, we also supply these because this allows us to control ingredients, materials and processes, thereby working to the highest standards of safeguarding, caring and educating.

Our premises, policies and processes are inspected by Environmental Health, the Local Authority and OFSTED. If we lose control of any of our ingredients, materials or processes (eg food being prepared by others) this introduces hazards which put children's and staff's health at risk and jeopardises the high standards that we aim to uphold and against which our inspectors judge us.

It is for this reason that, if parents do opt-out of the Bear Necessities package, we must stringently enforce our rules for supplying alternatives.

What if I want to opt-out of this service?

Under our Terms and Conditions of sale the Bear Necessities are automatically included and invoiced every month as an accompanying service to our funded hours, to replicate this part of the service provided in our fee-paying sessions.

As Funding Guidelines advise that there should be no mandatory charges associated with the delivery of funded hours, Parents / Carers have the option to avoid these costs by opting-out of the service and making alternative arrangements to supply these items in lieu themselves.

Under scheme rules, this should be done before the beginning of the funding period (term).

Requests to opt-out during a funded-period will be actioned at the start of the next term.

How to opt-out of the service

If you wish to opt-out please inform your Nursery Manager. They will support you in this and explain the requirements set out below.

Should you wish to opt-out, you will be asked to sign and adhere to the Opting-Out Agreement attached to this Policy and to adhere to Mama Bear's *Managing Food, Mealtimes, Allergies and Nutrition* policy also attached.

The Opting-Out Agreement will remain in force until cancelled by the Parent / Carer or Mama Bear's.

What if I opt-out but can't or don't provide the items my child needs?

Non-compliance with our requirements can cause significant, serious disruption to your child's and other children's care and welfare and impacts the safe running of the nursery.

Early Years Foundation Stage (EYFS) nutrition guidance (April 2025) states: *'It is important to ensure that food provided from home aligns with the healthy options offered by the setting, so that children receive consistent messages about nutrition'* and that providers having a food and nutrition policy in place and communicating this to parents and/or carers can help you understand our regulatory obligation to provide healthy, balanced and nutritious food to children.

NHS recommends giving children the same food as the rest of the family (in our case other children and practitioners), and that the best way for children to learn to eat and enjoy new foods is to copy others. Caregivers should eat with children.

Strict procedures to ensure appropriate management of ingredients is essential to ensure the safety of the children and must be adhered to. The EYFS guidance says that *"all food brought from home should be checked for potential allergens so that the risk of cross contamination is reduced"*.

Where the Parent / Carer is unable or unwilling to comply with the terms of this Agreement, the Nursery Manager or other senior member of staff will first discuss the impact of this and try to resolve any concerns so that this agreement can be implemented.

Under the general terms of your contract with Mama Bear's, a repeated breach of the terms of this agreement could result in charges being applied [for meals, snacks and drinks] and/or termination of your child/children's place at nursery.

What items do I need to provide if I want to opt-out?

If you wish to opt-out you must supply the following on a daily basis:

- **Meals** (breakfast, lunch, tea, as appropriate) - to match the daily nursery menu and prepared with our list of ingredients.

Where hot food is required (eg lunch and dinner), this must first be cooked to a minimum temperature of 75°C and hot-held for no more than two hours before being brought to nursery in an appropriate thermally-insulated container capable of hot-holding the food until the mealtime. The container must comply with the Food Safety and Hygiene (England)

Regulations 2013 and associated guidance, which requires hot food to be kept at or above 63°C.

Cold food must likewise be held in appropriate thermally-insulated containers which hold the food at or below 8°C, ideally at 5°C or below. Where cold food is provided, this must be cold-held for no more than two hours before being brought to nursery in an appropriate thermally-insulated container capable of cold-holding the food until the mealtime. The container must comply with the Food Safety and Hygiene (England) Regulations 2013 and associated guidance, which requires cold food to be kept at or below 8°C, ideally at 5°C or below.

In either case plastic cutlery and crockery must be provided, together with a sealable bag for return to home for washing up and disposal of any waste. Parents / Carers will also need to complete and provide with the food a recipe ingredients sheet and allergens checklist. A template for daily use will be issued by the Nursery Manager.

All food and waste containers must be clearly labelled with the child's name.

The nursery has a main menu and weaning menu. There are Summer and Winter menus both following a four-week rotation. The Nursery Manager will issue you with a copy of the prevailing Summer or Winter menu.

It is important that the nursery menu, recipe ingredients list and allergens checklist are followed to prevent the introduction of hazards (eg allergens) and to follow healthy food guidelines. Temperature controls must be followed to prevent the introduction of pathogens and staff are obliged by Environmental Health to record temperatures prior to serving. We will not allow foodstuffs that deviate from our menus or hazard controls to be served. In such case the nursery will provide a substitute meal from the day's menu and the parent will be advised of this as explained above.

For more information please see:

- [Mama Bear's Policy 417 – Managing Food, Mealtimes, Allergies and Nutrition](#)
- [Early Years Foundation Stage nutrition guidance](#)

- **Healthy snacks / fruit** – Low-sugar fruits such as apple, pear, banana, satsuma. Fruit must be cut into thin strips or batons (bananas and other soft fruit can be mashed) and stored in sealed bags, which must be held chilled in an appropriate thermally-insulated container which holds the snacks at or below 8°C, ideally at 5°C or below.

No grapes, melon, olives, nuts or nut products of any kind, preserved or dried fruits such as raisins and sultanas, no small or stone fruits such as cherries and dates. Apricot and peaches may be provided if cut into thin strips or batons and the stone removed. No chocolate, chocolate-coated products, sweets or other confectionary. No crisps, sugared or salty snacks. No popcorn (choking hazard).

Your Nursery Manager may advise other prohibited items based on the individual needs of children in the nursery.

All food and waste containers must be clearly labelled with the child's name.

- **Drinks** – stored in sealed drinking vessels. If milk is provided, this should be kept chilled in an appropriate thermally-insulated container which holds the milk at or below 8°C, ideally at 5°C or below. No fizzy or sugary drinks, no bottles or cans.

For our guidance on baby milk (expressed / breastfeeding / formula) please see [Mama Bear's Policy 417 – Managing Food, Mealtimes, Allergies and Nutrition](#).

All drinks containers must be clearly labelled with the child's name.

- **Weaning food** – See “Meals” above.
- **Nappies** – Sufficient supply for your child's daily needs plus two spare. Plus wet wipes and disposal bags as listed below.
- **Wet wipes** – Sufficient supply for your child's daily needs plus and disposal bags as listed below. We recommend using water-based / hypoallergenic brands.
- **Nappy Sacks** – Sufficient supply for your child's daily needs plus two spare.

- **Barrier cream** – Tub of proprietary brand of barrier / nappy cream. Must exclude nut-derived ingredients.
- **Sun cream** – Bottle of proprietary brand of SPF50 sun block.
- **Other consumables** - as advised by your Nursery Team.

In addition to the daily items listed above you will need to make alternative arrangements for:

- **Enrichment activities** around Christmas, Easter, Mother's Day, etc – which do not form part of the EFYS curriculum and are not funded.
- **Non-curricular services & resources** - such as trips and visits, language, song, dance and sports activities provided by outside contractors, which likewise fall outside of the EYFS curriculum and are not funded.

Alternative arrangements may include rescheduling the session. Your Nursery Team will advise when these activities are taking place.

Can I partially opt-out or opt-in?

Unfortunately it is not possible to partially opt-out. Mama Bear's offers a full care and education service whose costs are only partially met by the Government Funding.

We include all the items that we would normally deliver in our fee-paying sessions and offer the whole package in flexible session lengths to meet the varying needs of busy parents & carers and make your nursery experience more enjoyable.

Next steps

If you wish to proceed please sign and return the attached Agreement to the Nursery Manager, who will counter-sign and give you a copy for your records.

The Agreement also contains a handy daily checklist for your reference.

Mama Bear's Funded Hours – Food, Non-Food Consumables and Activities Charges Opting-Out Agreement

This Agreement is made between:

Mama Bear's Day Nursery Ltd. and

Parent/Carer Name(s): _____

Child's Name: _____

Nursery Location: _____

Effective Date: _____

1. PURPOSE OF THIS AGREEMENT

This Agreement sets out the terms under which the Parent/Carer chooses to opt out of paying charges for food, non-food consumables and extra optional activities services (the "Bear Necessities" package) associated with funded nursery places (also known as Early Years Entitlement).

Government funding is intended to deliver high quality, flexible childcare. It is not intended to cover the costs of meals, other consumables, additional hours or additional services. Under scheme rules these services can be provided but charges cannot be made a mandatory condition of providing a funded place.

The Parent/Carer acknowledges that the Government funding does not cover the cost of these items and that opting out requires the Parent/Carer to provide all necessary alternatives in full compliance with nursery policies.

2. ACKNOWLEDGEMENT

By signing this Agreement, the Parent/Carer confirms that they:

- Have read and understood and will comply with the terms of Mama Bear's *Opting-Out* Policy and the *Managing Food, Mealtimes, Allergies and Nutrition* policy
- Understand the scope of items included in the "Bear Necessities" package
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3. PARENT/CARER RESPONSIBILITIES

The Parent/Carer agrees to provide, at their own cost and on a daily basis, all required items including but not limited to:

- Meals (prepared and stored in line with nursery menus, recipe ingredients lists, allergens checklist and food safety standards) and in full compliance Mama Bear's *Managing Food, Mealtimes, Allergies and Nutrition* policy
- Healthy snacks and fruit (in line with nursery guidance and restrictions) and in full compliance Mama Bear's *Managing Food, Mealtimes, Allergies and Nutrition* policy

- Drinks, stored appropriately and in full compliance Mama Bear's *Managing Food, Mealtimes, Allergies and Nutrition* policy
- Weaning food (where applicable) and in full compliance Mama Bear's *Managing Food, Mealtimes, Allergies and Nutrition* policy
- Nappies, wet wipes and disposal bags
- Removal of food and clinical waste from Mama Bear's premises and the safe and legal disposal of such items in line with environmental and Local Authority requirements
- Barrier cream and sun cream (compliant with nursery requirements)
- Any other consumables as advised by the nursery

The Parent/Carer further agrees to:

- Clearly label all items with the child's name
- Comply with all food hygiene, temperature control, and allergen guidance
- Provide sufficient quantities to meet the child's full daily needs
- Ensure all items meet nursery safety and compliance standards and do not put children and staff at risk

4. ADDITIONAL ARRANGEMENTS

The Parent/Carer acknowledges responsibility for arranging and/or paying separately for:

- Enrichment activities (e.g., seasonal events)
- Non-curricular services (e.g., trips, external activity providers)

5. COMPLIANCE AND SAFETY

The Parent/Carer understands that:

- The nursery will not serve or use any items that do not meet required standards
- Substitute items may be provided by the nursery where necessary to ensure the child's safety and wellbeing
- Any such instances will be recorded and communicated with the Parent/Carer

6. NON-COMPLIANCE

Failure to meet the obligations of this Agreement may result in:

- i. A discussion with the Nursery Manager regarding required corrective action
- ii. Formal warnings in cases of repeated breaches of this agreement (and the imposition of additional charges)
- iii. Reinstatement of charges for the full "Bear Necessities" package for that funded period (term)
- iv. A final warning prior to serving notice of termination
- v. Termination of this Agreement and withdrawal of the child's nursery place

7. TERM AND TERMINATION

- This Agreement remains in force until terminated by either party
- Opt-out requests must be made prior to the start of a funding period (term)
- Opt-out requests made during a term will take effect from the next funding period

8. AGREEMENT

By signing below, the Parent/Carer agrees to fully comply with the terms of this Agreement and Mama Bear's policies and accepts all the responsibilities and requirements set out in this agreement and policies.

Signed (Parent/Carer): _____

Print Name: _____

Date: _____

Signed on behalf of Mama Bear's Day Nursery Ltd: _____

Name/Position: _____

Date: _____

Nursery Manager Notes (if applicable):

Please do not place our staff in the difficult position of having to enforce our opting-out policy when you have agreed to adhere to its terms. It's not nice and causes friction in the nursery.

Daily Checklist for Nursery

ITEMS TO BRING TO NURSERY (OPT-OUT AGREEMENT)

Please ensure all items are **clearly labelled with your child's name** and meet nursery safety and hygiene requirements.



FOOD & DRINK

☐ Meals (as required for your child's sessions)

- Breakfast ☐
- Lunch ☐
- Tea ☐
- *Prepared in line with nursery menu, recipe ingredients lists and food safety standards, allergens checklist completed and provided*
- Hot food kept hot (above 63°C) ☐ / Cold food kept chilled (below 8°C) ☐

☐ Healthy snacks & fruit

- Suitable items only (e.g. fruit/vegetable batons)
- Prepared safely (cut into appropriate sizes) ☐

☐ Drinks

- Milk ☐ / Water ☐
- In sealed, labelled container
- Stored at correct temperature ☐

☐ Weaning food (if applicable)

☐ Cutlery & containers

- Child-safe cutlery & crockery ☐
- Containers for food and storage ☐
- Sealable bag for dirty items/waste ☐

☐ PERSONAL CARE & HYGIENE

☐ Nappies (daily supply + at least 2 spare)

☐ Wet wipes (full daily supply)

☐ Barrier cream (nut-free, clearly labelled)

☐ Sun cream (SPF50)

☐ PPE & NAPPY DISPOSAL (REQUIRED DAILY)

☐ Nappy sacks (6)

Continued over...

☐ **STORAGE & SAFETY**

☐ **Thermally insulated food container (hot/cold as needed)**

☐ **Thermally insulated drinks container (if required)**

☐ All items labelled with child's name ☐

 ADDITIONAL (AS ADVISED BY NURSERY)

☐ Any additional consumables requested by nursery

☐ Items required for specific activities or individual needs

 IMPORTANT REMINDERS

-  Only approved foods and drinks are permitted (no sweets, nuts, sugary drinks, or restricted items)
 -  Food must follow nursery menus and allergy controls
 -  Incorrect or missing items may result in the nursery providing substitutes and recording a non-compliance
 -  Repeated non-compliance may result in charges being reinstated
-