



# Poulton St Chad's Nursery



## Parent Contract and Terms and Conditions

### Part A

This contract is between:

Poulton St Chad's Nursery and ..... for the child named below

<b>Child's Name</b>					
<b>Hours of Attendance</b>	<b>Mon</b> am pm	<b>Tues</b> am pm	<b>Weds</b> am pm	<b>Thurs</b> am pm	<b>Fri</b> am pm
<b>Current Fees</b>	£..... per calendar month payable by the ..... of each month to which they relate.			Free Entitlement only	Y / N
<b>Charges for late Collection</b>	Where notified the charges for late pickup will be the hourly rate for each hour or part of. If not notified then the charges will be £10 for each 15minutes that you are late in collecting your child.				
<b>Charges for Early Drop Off</b>	If you drop your child of before their allotted start time then the hourly rate will be charged for each hour of part off. Please note if you are early and we do not have the correct staffing to child ratios to take your child early you may be asked to come back at the appropriate time.				
<b>Notice required to terminate this contract</b>	One month's written notice (whether it is you or us who wishes your Child to stop attending the nursery).				

Signed..... for and on behalf of the Poulton St Chad's Nursery

Position in Nursery.....

Signed..... (parent / carer)

Date:.....



# Poulton St Chad's Nursery



## Agreement for Payment of Fees

Child's name: .....

Parent's name: .....

Person responsible for payment of fees

Name: .....

Address: .....

.....

.....

..... Postcode: .....

### Telephone:

Day: .....

Evening: .....

Mobile: .....

I hereby agree to pay the fees for the above child on the date they fall due

Signed: ..... Date: .....

Preferred payment method (circle)

Direct Debit

Cheque

Cash

Childcare Vouchers

Other – please specify

.....

## Part B – Terms and Conditions

### 1. Definitions

1.1 The definitions below apply in these terms and conditions.

“Child” the child named in Part A;

“You” the parent / carer

“Services” the services of Poulton St Chad's Nursery during the days required as identified in Part A together with any other services we agree to provide to you;

“Us” Poulton St Chad's Nursery

1.2 A reference to writing or written includes letters and emails but does not include text messages or any message via social media. These must be addressed and passed to the Nursery Manager.



# Poulton St Chad's Nursery



1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

## 2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a fully completed registration form, signed the contract and we have confirmed to you in writing that your application for a place has been successful.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.2.1 A handbook issued to you by us,

2.2.2 Our policies and procedures which will be issued to you by us.

2.2.3 Notification of a change to these terms as specified in Clause 21

## 3. Duration of the contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one full calendar months (i.e. notice received on the 1<sup>st</sup> of the month could end the contract on the last day of the month but notice received on the 2<sup>nd</sup> of the month, would only be able to end the contract on the last day of the following month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for the fees during the notice period.

## 4. Suspension of the Services

The services may be suspended (meaning the child is temporarily not able to attend Poulton St Chad's Nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice

## 5. Our Obligations

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedom are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a child and as such we cannot continue to adequately provide you're your child (or admit them as the case may be) then we shall be permitted to request that you withdraw your child without being charge fees in lieu of notice.



# Poulton St Chad's Nursery



## 6. Your Obligations

### 6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to us such information as we may reasonably require about

6.1.2.1 Your child e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which your child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting your child;

6.1.2.1.5 Any concerns about your child's safety;

6.1.2.2 Your contact details, and those of your authorised persons who may collect your child. You must ensure that these details are accurate and keep these details up to date, by promptly informing us in writing whenever they change.

6.2 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

6.3 You shall not employ (or attempt to employ) any member of our staff without the manager of Poulton St Chad's Nursery consent, until six months from the end of this contract.

## 7. Charges and Payments

7.1 You shall pay the charges as set out in Part A

7.2 Charges are due even if your child is absent

7.3 We will not charge for Bank Holidays

7.4 VAT is not charged on Nursery fees (nursery provision is an exempt supply for VAT purposes)

7.5 Extra hours (or parts of an hour) will be charged for at the hourly rate and must be booked and paid for at least 24 hours in advance.

7.6 The fees must be paid monthly in advance, by the 7<sup>th</sup> day of the month.

7.7 All payments must normally be made by direct debit or childcare vouchers. We may agree to payment by BACS, cash or cheque but it is your responsibility to obtain a receipt from the Nursery Manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee to cover the costs the bank will set on us (this is currently £30). If payment method is not direct debit or childcare vouchers and the payment date of the 7<sup>th</sup> (or agreed payment date with manager) is missed then you will automatically be transferred onto Direct Debit. If payment method is Direct Debit then the Direct Debit Mandate must be completed prior to start.

7.8 If starting part way through a month the first month must be paid prior to starting.

7.9 We may increase our fees but we will give you written notice of any such increase. This will be one month before the proposed date of increase.

7.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:



# Poulton St Chad's Nursery



- 7.10.1 Make an interest payment of up to 1.5% on late payment. Unless otherwise notified to you in writing, interest shall accrue on the daily basis from the due date until the date of payment of the overdue amount, whether before or after judgement. You must pay us the interest together with the overdue amount. In addition, we will be entitled to recover from you the full amount of our administrative costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- 7.10.2 Charge you a reasonable administration fee which is currently £5 per letter written.
- 7.10.3 Suspend all Services until payment has been made in full, which will include the suspension of your child, or even terminate the contract permanently
- 7.11 If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us

## 8. Reducing Hours

You are required to give us one month's written notice in reducing the number of hours or changing your days.

## 9. Funded Nursery Education

- 9.1 If you wish to take up your funded nursery education place with us, you are required to complete and sign a Funding Parental Declaration Form by the date specified. This must be signed or no funding can be claimed and the cost of the childcare will be passed onto yourself.
- 9.2 Our charges will not be made in respect of the funded sessions detailed in the Funding Parental Declaration Form but we are entitled to make a reasonable charge for meals and additional activities. Meals will be charged at the following rate
  - 9.2.1 Lunches £2.20
  - 9.2.2 Tea £1.20

You may bring a cold packed lunch instead if you prefer but we will not heat up the food.

## 10. Welfare of Your Child

- 10.1 We will do all that is reasonable to safeguard and promote your child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 10.2 We will respect your child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our Nursery and rights and freedom of others.
- 10.3 Your consent to such physical contact as maybe lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to your child in distress, or to maintain safety and good order, or in connection with your child's health and welfare.
- 10.4 Parents / carers of children who are not potty / toilet trained must provide disposable nappies
- 10.5 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. This can be found on our website, [www.stchadsnursery.co.uk](http://www.stchadsnursery.co.uk) or if you require a printed copy please ask a member of the team.



# Poulton St Chad's Nursery



- 10.6 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions. Please refer to the individual policies and procedures which are stored on our website, [www.stchadsnursery.co.uk](http://www.stchadsnursery.co.uk) or ask a member of the team for a printed copy.

## 11. Health and Medical Matters

- 11.1 If your child becomes ill while they are at Poulton St Chad's Nursery the nursery manager will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic, operation or blood transfusion. If you do not allow this, please put this in writing. A copy of the letter will be stored with your child's details and all the team will be made aware.
- 11.2 If your child is suffering from a communicable disease, he / she should not be brought to nursery until such time as the infection has cleared. A full copy of Infection Control Policy can be found on the nursery website, [www.stchadsnursery.co.uk](http://www.stchadsnursery.co.uk), or please ask a member of the team to print a copy. Please refer to the illness / communicable disease list within the policy for information on minimum periods of exclusion from the nursery.
- 11.3 You must notify nursery if your child is absent from nursery through sickness.
- 11.4 If your child has been sent home from nursery because of ill health, he / she will not be re-admitted for at least 24 hours. If your child is prescribed antibiotics, he / she will not be allowed to return to nursery until 48 hours from the start of the antibiotics.
- 11.5 As regards medication, and the administration of it to your child, please refer to the nursery's Medication Policy. This can be found on the nursery website, [www.stchadsnursery.co.uk](http://www.stchadsnursery.co.uk), or ask a member of the team to print you a copy.
- 11.6 Please also see clause 6.1.2 on matters we need to be informed about.

## 12. Food / Dietary Requirements

- 12.1 We will work with you to provide suitable food for your child, if they have a special dietary requirement or any allergies, as diagnosed by a doctor or dietician. Please provide a copy of a letter from the doctor / dietician. All reasonable care will be taken to ensure that your child does not come into contact with certain foods.
- 12.2 No packed lunches supplied by parents will be heated up by us.

## 13. Clothing

It is the parent / carers responsibility to ensure that your child attends in appropriate clothing and footwear suitable for play, season and the weather. Please note play can get messy at times. Please ensure all clothing is names. It is not our responsibility to ensure your child goes home with the correct coats, bags etc..



# Poulton St Chad's Nursery



## 14. Reporting of Neglect or Abuse

- 14.1 We have an obligation to report to the relevant authorities any suspicions we have that your child has suffered neglect or abuse, and where necessary we may do without your consent and / or without informing you.

## 15. Limitation of Liability

- 15.1 This clause sets out our (and our employees, agents, consultants and sub-contractors) liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
- 15.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 15.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence
- 15.4 We shall not be liable for:
- 15.4.1 Any loss or damage to any toys, equipment or bags, clothing etc.. you may bring into nursery.
- 15.5 Subject always to clause 14.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

## 16. Data Protection

- 16.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
- 16.2 We may take photographs and / or videos of your Child for their Learning Journey, promotional or training purposes only. If you do not wish for your Child to be included in photographs or videos for promotional and training purposes please ensure you have completed the permission form on the registration form appropriately or by writing to the Nursery Manager.

## 17. Security

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your child. No child will be allowed to leave the building with any person who has not been notified as an authorised person to collect your child.

## 18. Complaints and Concerns

Please address any complaint or concern to the Manager. Please also refer to our Complaints and Concerns Policy which can be found on our website, [www.stchadsnursery.co.uk](http://www.stchadsnursery.co.uk), or if you require a printed copy please ask a member of the team.





# Poulton St Chad's Nursery



## 19. Termination of Breach of Contract, or Bankruptcy / Insolvency

19.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

19.1.1 The other party fails to pay any amount due under contract on the due date for payment and remains in default for ten days or more or

19.1.2 The other party commits a material breach of any terms of the contract and (if such a breach is capable of being remedied) fails to remedy the breach within thirty days of that party being notified in writing of the breach or

19.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or a having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986.

19.2 On termination of the contract for any reason:

19.2.1 You shall immediately pay all of your outstanding unpaid invoices and interest and, in respect of Services supplied but for which no notice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

19.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

## 20. Events that are beyond our Control.

20.1 If any event beyond our reasonable control (e.g. fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed in such event.

20.2 If it is, our reasonable opinion, necessary or in the interests of your child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

## 21. Invalid Clauses.

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

## 22. Changes to these Terms and Conditions

22.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

22.2 We may change any other terms in these terms and conditions provided we give you at least one month's written notice of our intention to do so.

## 23. No Other Terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.





# Poulton St Chad's Nursery



## **24. Assignment**

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

## **25. Rights of Third Parties.**

A person who is not party to the contract shall not have any rights under or connecting with it.

## **26. Governing Law and Jurisdiction**

The contract and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

Signature of parent / carer:

Print name of parent / carer:

Date:

Signature of line manager:

Print name line manager:

Date: