

## **Parent Contract and Terms and Conditions**

### **PART A**

This contract is between:

Wellies Day Nursery a limited company with company number 7716546 the principal address of which is 1 Brook End, North Crawley, Newport Pagnell, Bucks, MK16 9HH; and

[[ParentName]] .

The Terms and Conditions in Part B apply to this contract. Please read them carefully.

Agreement for payment of fees

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

Signed -.Confirmation and Digital Signature when submitting the Registration Form

### **PART B – TERMS AND CONDITIONS**

1.

#### **Definitions**

1.1 The definitions below apply in these terms and conditions.

“Child” the child or children who are named on the Registration form

“You” the person, who purchases Services from us;

“Services” the services of a daycare nursery during the days, school days or half days indicated on the registration form, together with any other services which we provide, or agree to provide, to you;

“Us” the nursery named in Part A.

1.2 A reference to writing or written includes faxes and emails.

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 signed, fully completed, registration form and a £50.00 booking fee, and we have confirmed to you in writing, by email, 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 Parent Guide, issued to you by us,

2.2.2 A policy issued to you by us,

2.2.3 A letter that is issued to you, by us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

### **3 Duration of the contract**

3.1 The contract shall last until it is terminated, or changed, by either you or us giving to the other, in writing(email), at least one full calendar months' notice (i.e. notice received on the 1st of a month could end the contract on the last day of the month, but notice received on the 15th of a month, would then be able to end on the 15th of the following month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you will be charged fees in lieu of notice required as in 3.1.

### **4 Suspension of the services**

The Services may be suspended (meaning the Child is temporarily not able to attend the 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 with 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 freedoms 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 for that Child (or admit them as the case may be) then we shall be permitted to request that you to withdraw the Child without being charged fees in lieu of notice.

## **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 The Child (e.g.

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

6.1.2.3 Any prescribed medication;

6.1.2.4 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.5 Any family circumstances or court orders affecting the Child;

6.1.2.6 Any concerns about the Child's safety; and

6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child.

6.2 You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.

6.2.1 As regards arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy. Please ask for a copy of it if necessary.

6.3 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.

6.4 You shall not employ (or attempt to employ) any member of our staff without our consent.

## **7 Charges and payment**

7.1 You shall pay the charges as set out in the fees & sessions statement.

7.2 Charges are due even if the Child is absent.

7.3 We will charge for bank holidays.

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

7.5 The quoted charges are per Child, per core day and include meals, nappies, baby formula and consumables.

7.6 Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked and paid for in the next month's invoice.

7.7 The charges must be paid monthly in advance, by the 7th day of the month.

7.8 All payments must normally be made by bank transfer, Tax Free childcare or childcare vouchers. No payment shall be deemed to have been made until it is cleared into our bank account.

7.9 We may increase our charges once per year. We will give you written notice of any such increase 1 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:

7.10.1 Make an interest charge of up to 1.5% per cent per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. 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 and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.

7.10.2 Suspend all Services until payment has been made in full, which will include the suspension of the 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 sessions**

You are required to give us one month's written notice of a reduction in the number of sessions you require.

## **9 Funded nursery education**

9.1 If you wish to take up your funded nursery education, you are required to complete and sign a Parental Declaration on a termly basis, detailing the number of funded hours and sessions allocated

9.2 Our charges will not be made in respect of the funded sessions as detailed in the Parental Declaration, however we are entitled to make a reasonable charge for meals or additional activities provided during any funded session.

## **10 Welfare of the 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 the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.

10.3 Your consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.

10.4 Parents of Children who are not potty trained nappies are provided by the nursery - disposable or reusable.

10.5 We provide all formula milk for bottle feeding babies - using the same brand as used at home and the same type of bottle.

10.6 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their baby, should they need to do so. Frozen breast milk must be dated and used within 2 months.

10.7 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.

10.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

## **11 Health and medical matters**

11.1 If your Child becomes ill during the nursery session 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 or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions)).

11.2 If your Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.

11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.

11.4 If your Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours, in cases of sickness/diarrhea they must be clear from illness for 48 hours before return to Nursery. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.

11.5 As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.

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. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.

12.2 Menus will be shared for information.

## **13 Reporting of neglect or abuse**

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 so without your consent and/or without informing you.

## **14 Limitation of liability**

14.1 This clause sets out our and our employees' 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.

14.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.

14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.

14.4 We shall not be liable for:

14.4.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;

14.4.2 Loss of any profits, or consequential loss; or any other indirect loss.

14.5 Subject always to clause 14.3, our total liability shall be limited to the cumulative price paid by you for the Services over the course of the contract.

## **15 Data protection**

15.1 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.

15.2 We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please inform us by omitting the 'permission tick box' on the registration form.

15.3 Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, which can be found at <https://www.welliesdaynursery.co.uk/privacy/>

## **16 Security**

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. Parents will be invited to sign up for the Q-Bell app, a virtual drop off & collection facility. 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 the Child on your behalf.

## **17 Complaints and concerns**

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

## **18 Termination for breach of contract, or bankruptcy/insolvency**

18.1 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:

18.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 10 days or more; or

18.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

18.1.3 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 as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

18.2 On termination of the contract for any reason:

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

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

## **19 Events that are beyond our control**

19.1 If any event beyond our reasonable control (e.g. a fire, flood, COVID-19, 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 an event.

19.2 If it is, in our reasonable opinion, necessary or in the interests of the 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. [Also, we close if the owner of the premises closes the premises and denies us access.]

## **20 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.

## **21 Changes to these terms and conditions**

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

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

## **22 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.

## **23 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.

## **24 Rights of third parties**

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

## **25 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.