



Heaton House Nursery

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Heaton

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CHILDCARE AGREEMENT-TERMS AND CONDITIONS

Definitions

1.1 The definitions below apply in these terms and conditions.

- “Child”** the child or children who are named in Part A;
- “You”** the person, firm or company who purchases Services from us;
- “Services”** the services of a daycare nursery during the days or half days indicated in Part A (excluding bank and public holidays), together with any other services which we provide, or agree to provide, to you;
- “us”** the nursery named as Heaton House Nursery.

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 along with payment of the first weeks fees (deposit), and we have confirmed to you 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 of childcare. No other terms apply unless they are in:
- A handbook issued to you by us,
 - A policy issued to you by us,
 - A letter that is signed by both you and us.
- 2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

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 month's 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 2nd of a 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 where mutually accepted.

- 3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit.

Suspension of the Services

- 4.1 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 9.1. 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.

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 such as the policies and procedures used in the nursery.

Your obligations

- 6.1 Parents are required to work in partnership with the nursery and provide to us such information as we may reasonably require about your child. You must ensure that this information continues to be accurate and up to date by promptly informing the setting whenever a change arises. The information to be shared with the setting is inclusive of but not limited to the following:

- any known medical condition, health problem, allergy, or diagnosed dietary requirement;
- Any prescribed medication;
- Any lack of any vaccination which the Child would ordinarily have by their age;
- Any family circumstances or court orders which might affect the Child's welfare or happiness;
- Any concerns about the Child's safety; and
- Your contact details, and those of your authorised persons who may collect the Child.

- 6.2 With regards to arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy. Parents will be provided with a password and must use this to gain entry to the building.

- 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, until six months from the end of this contract.

. Admissions

- 7.1 A completed Childcare Agreement Form and deposit are required to secure your child's place. The deposit will be the sum of one weeks fees. The deposit will be refunded by

the 20th day of the following month of your child's leaving date, providing a minimum period of three months attendance and appropriate notice has been given.

- 7.2 The quoted charges are per child, per core day (meaning 10 hours, with 5 hours per session) and include lunch and tea unless children are attending grant time only. Where children attend on a grant only basis a small charge of £2.00 will be required per meal per day to cover this cost. We are unable to allow parents to provide food from outside the nursery for their child due to other children's dietary intolerances and the possibility of cross-contamination with these products.
- 7.3 The nursery reserves the right to apply any increase in price of childcare between the date of signing this contract and commencement of childcare.
- 7.3 Pre-admission sessions will be arranged to introduce parents and children to the nursery environment. The nursery offers a number of settling in sessions to ensure each child feels happy and secure in their new surroundings. Children may only start their scheduled sessions once pre-admission sessions have been completed and the child is settled into the nursery environment. Failure to attend pre-admission sessions may result in the child's start date being delayed.
- 7.4 The nursery retains the right to refuse any child from commencing their place at the nursery where payment has not been made in advance of the session and/or the child's pre-admission paperwork is not completed.

Fees and Invoices

- 8.1 Childcare accounts are payable monthly, in advance for a calendar month of childcare. Accounts are payable by standing order OR cash. We also accept childcare vouchers. We can apply on your behalf for the Free Entitlement from your local LEA for any child ages three and four (more information will be given to you when your child becomes eligible).
- 8.2 Payments are to be made monthly or weekly. Where payments are made on a weekly basis a charge of **£5 per month** will be applied to your account to cover banking and administration costs.
- 8.3 Invoices will not be issued unless there has been a change to the childcare fees or the account has an outstanding balance.
- 8.4 Unless there is a prior arrangement, a charge of £20 will be made for fees outstanding after 6th of the month. Where a standing order has not been made, a cash payment will be requested. Any parent or carer whose fees remain unpaid after 6th of the month, without prior agreement of the Nursery Manager, risks their child's place at the nursery being withdrawn. A nursery place will be held for a two week period after the 6th of the month, however if the debt remains unpaid for a period of 30 clear calendar days, the nursery place will be cancelled.
- 8.5 All booked sessions must be paid for regardless of a child's attendance. No refunds are given for sessions missed due to sickness or holidays or unavoidable nursery closure. Be aware that the number of days childcare provided each month may vary. Bank holidays and staff training days will still incur a charge. Where payments are made weekly a free week will be applied to the account for the Christmas and New Year Closures. Payments made on a monthly basis are calculated over a 51 week year and over a twelve month period. They incorporate the free childcare week split over twelve months.

- 8.6 In case of default on payment (i.e failure to pay within one calendar month of the original payment due date) the nursery reserves the right to apply a £50 administration fee for preparation of court papers and interest will be charged at 8% above the bank's prevailing base rate. The nursery is not responsible for collection of fees from any third parties except in the case of statutory nursery education funding allowance. The nursery will give parents and carers one months notice of increase of fees which will normally be reviewed in September/January.
- 8.7 If you expect to be late collecting your child please notify the nursery as soon as possible. If notified, the additional time will be charged at the standard hourly rate. Late collection after 6pm will be charged at a rate of £20 per quarter hour to cover emergency staffing and other arrangements. The nursery reserves the right to call external agencies should a child not be collected by 6pm.
- 8.8 A sibling discount may be applied to the costs for the eldest child for the jointly attended sessions. All discounts are applied to core childcare provision only and do not apply to extra sessions, nursery lunches or other service.

Termination for breach of contract, or bankruptcy/insolvency

- 9.1 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:
- 9.2 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 30 days or more; or
- 9.3 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
- 9.4 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.

Termination, cancellation and change of sessions

- 10.1 One months notice is required by either party for any change of sessions or termination of agreement. If parents choose to leave prior to the end of their notice, fees are non-refundable. The minimum period for any permanent change of sessions is one month. If the notified start date is changed by the parent within the one calendar month before the original agreed start date we reserve the right to charge from the original start date notified on the Agreement form.
- 10.2 The nursery reserves the right to terminate the Agreement with immediate effect in case of non-payment of fees, or if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour, or for any other reasonable cause. Intimidation or abuse of our staff will not be tolerated and may result in immediate termination. In all other cases the standard notice period of one month will apply.

Events that are beyond our control

- 11.1 If any event beyond our reasonable control (e.g. a 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 an event.
- 11.2 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.

Free Nursery Education Entitlement

15 Hours Entitlement

- 12.1 A declaration must be signed on a termly basis in order to take up the free sessions. Where Free Nursery Entitlement is used at another provider the nursery will charge the full rate for all sessions a child is in attendance.
- 12.2 Our nursery charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session. Meals are charged at the rate of £2 per meal. A charge of £2 for nappies will also be applied. Additional service charges may vary.

30 Hour Entitlement

- 12.3 From September 2017 the nursery anticipates to offer the 30 hours free childcare entitlement to those parents who meet the required criteria. Parents wishing to increase their child's sessions in anticipation of receiving the grant must give notice of this intention to ensure availability.
- 12.4 The nursery reserves the right to decrease the hours offered or request payment where a parent ceases to be eligible for the additional 15 hours working parent funding.

Opening times

- 13.1 The nursery sessions run from 08:00 to 17:30. Care between 17:30–18:00 is by arrangement only and at a charge of £2,00 per session. The nursery is open all year except bank holidays, Christmas & New Year closure and occasional inset days.

Welfare of the Child

- 14.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 14.2 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.

Food/dietary requirements

- 15.1 The setting will work with parents to ensure the food provided for any child is suitable to their dietary requirements. If a child has a special dietary requirement or any allergies as diagnosed by a doctor or dietician this information must be forwarded to the nursery at the earliest opportunity. 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.
- 15.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.
- 15.3 In certain circumstances, parents may be asked to supply a given food produce relating to their child's dietary needs. All food produce brought into the nursery must remain unopened to minimise cross-contamination and have a clear ingredients label. All food produce will be inspected by a manager/deputy to ensure it is suitable to be stored on the premise.
- 15.4 The nursery does not provide formula milk for babies. Parents are requested to bring in the formula and replenish once used.
- 15.5 The nursery upholds a 'no nuts' policy. Any food that contains nuts should not be brought onto the premise. Parents are urged to wash their hands or use the hand sanitisers available on entry to ensure nut oils are not transferred into the nursery.
- 15.6 Nappies are provided within the cost of each session. Where parents wish to use a particular brand of nappies, parents must supply the nappies at their own cost. The nursery retains the right to make future charges for nappies should it be necessary to do so.
- 15.6 Nappy creams are not provided by the nursery. Parents must provide cream labelled with the child's name and a suitable covering letter/ written consent authorising the application of the lotion/cream.

Accidents and illness

- 16.1 The nursery reserves the right to administer first aid and any emergency treatment as required. Parents will be informed of all accidents and will be asked to sign an Accident record form. If emergency treatment at hospital is required the nursery will make all reasonable attempts to contact the parents but if this is not possible we are authorised to act on behalf of the parents and authorise any necessary emergency treatment.
- 16.2 We will administer prescribed medicines only if parents have completed a Medicine Consent form and/or written consent has been obtained. The nursery is unable to administer medication, with the exception of caplol, that has not been prescribed by a doctor. Any medication must be clearly labelled with a pharmaceutical dispensation label stating the child's name, dosage and expiry date of the medication. Where a child requires calpol, parental consent must be gained before the medicine will be administered.
- 16.3 We may require parents to withdraw their child from nursery in the event that they require special medical care or attention which is not available or refused by the parent, or it is considered that the child is not well enough to attend nursery. We may also ask parents to withdraw their child from the nursery if we have reasonable cause to believe that the child is suffering from or has suffered from any communicable disease or infection and there remains a danger that other children may contract such a disease or infection.

- 16.4 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. In the case of a child having sickness and/or diarrhea, a **strict 48 hours incubation period** will be applied from the last instance of sickness/diarrhea. Where a child returns to nursery without completing the required incubation period the nursery reserves the right to refuse admission to the child.
- 16.5 Please refer to our Health Illness and Emergency Policy regarding exclusion and incubation periods by which we are bound.
- 16.6 Parents must inform the nursery if the child is suffering from any illness, sickness or allergies before attending the nursery. The nursery is mindful of the needs of working parents and will endeavour to provide as much continuity of service as possible within the recommendations of the Health Protection Agency by which the nursery is bound.

Personal property and belongings

- 17.1 The nursery cannot be held responsible for any loss or damage to any parent's, carer's or child's property or belongings. Every reasonable effort will be made by the nursery staff to ensure that property or belongings of any parent, carer or child is not damaged. Please ensure your child's clothing is clearly labelled with their name and we suggest that all toys, books and equipment are left at home.

Liability

- 18.1 The nursery accepts no liability for any losses suffered by parents arising directly or indirectly, as a result of the nursery being temporarily closed or the non-admittance of your child to the nursery for any reason. We accept no responsibility for children whilst in their parent's care on nursery premises. We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child's or parent's property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.

Parental Responsibility

- 19.1 It is a legal requirement that a copy of each child's birth certificate must be given with the registration form when enrolling. Parents named on the certificate have legal shared parental responsibility for the named child. If either named parent wishes to visit the nursery or collect their child they are entitled to do so, unless a legal document or procedure states otherwise.

Safeguarding Children

- 20.1 Heaton House Nursery has a commitment to keeping children safe from harm. Robust policies and procedures are in place to ensure this is maintained. We endeavour to work with all families to ensure they are supported in meeting their children's needs. Whilst the nursery endeavour to work with families, there may be instances where external agencies may be communicated without parental consent relating to the welfare of any child should a serious concern be raised.
- 20.2 Parents must notify the nursery of any period of absence whether sickness or holiday at their earliest opportunity. Where a child is absent for a period of time without notification the nursery reserves the right to make contact with the family by whatever means is reasonable to ensure the safety and well being of the child are being met.

Complaints and Concerns

- 21.1 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.

Security

- 22.1 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 the Child on your behalf.
- 22.2 Parents will be notified of an entry password on commencing their sessions at the nursery. This must be used each and every time to gain entry to the building. Parents should not allow other unidentified people into the building when entry. This is contrary to each parents safeguarding commitment and compromises the safety of those children in the nursery. Each person wishing to gain entry into the building must use the intercom system to identify themselves. Unidentified individuals will not be permitted access into the building unless their identity has been checked by management or administrative staff.

Data Protection

- 23.1 You agree that details of your name, address and payment record may be stored for the purposes of your child's nursery education. All data is stored in accordance to the rules and regulations set out by the Information Commissioners Office.
- 23.2 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 completing the 'permission form' given to you on enrolment, or by writing to the nursery manager.

Insurance

- 24.1 The nursery has extensive insurance cover for nursery based activities and outings. Details of the insurance may be requested from the nursery manager. The Certificate is displayed in the nursery in the entrance foyer

Invalid clauses

- 25.1 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.

Changes to these terms and conditions

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

No other terms

27.1 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.

Assignment

28.1 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.

Rights of Third Parties

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

Governing Law and Jurisdiction

30.1 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 and Wales shall have exclusive jurisdiction to settle any such dispute or claim.