

The Green Door Nursery

Parent Contract and Terms and Conditions

PART A

This contract is between

(1) The Green Door Nursery is a sole trader the principal address of which is 35 Belvoir Road,
St Andrews, Bristol, BS6 5DQ

(2) Address of parent

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

Child or Children as per your booking letter					
Days of attendance as per your booking letter	Mon	Tues	Wed	Thurs	Fri
Current fees	£ per calendar month, payable by the 25 th day of the month for the following month.				
Charges for late collection of the Child	A charge of £1 per minute will apply for any late collection. The nursery may apply some discretion to this ruling dependent upon the circumstances given.				
Notice required to terminate this contract	Six weeks notice, in writing, is required when leaving the Nursery or for a reduction to the booking. Within the first three months of the booking eight weeks notice is required.				
Do you consent to our calling an ambulance in the event of an emergency?	Yes/No				

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Signed for and on behalf of The Green Door Nursery

Position in nursery:

Signed - (both parents/carers to sign)

Mother/carer:

Father/carer:

Date:

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:

Direct Debit or transfer	
Cheque	
Cash	
Standing Order	
Childcare vouchers	

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 in Part A;

"You" the person, firm or company who purchases Services from us;

"Services" the services of a day care 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 in Part A.

1.2 A reference to **writing** or **written** includes faxes but not email.

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 a deposit of £200 and a £50 registration fee, 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 A policy issued to you by us,

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2.2.3 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.

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, six weeks notice or within the first three months of the booking eight weeks notice. 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 may lose your deposit and/or registration fee.

4 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 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.

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. 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 the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders which might affect the Child's

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welfare or happiness;

6.1.2.1.5 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 whenever they change.

6.3 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.

6.4 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.

6.5 You shall not employ (or attempt to employ) any member of our staff without our consent, until twelve months from the termination of this contract.

7 Charges and Payment

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

7.2 Charges are due even if the Child is absent.

7.3 We will charge for bank holidays with the exception of Christmas day and Boxing Day. Also the nursery closes at 5.00pm once a month for staff meetings/training for which no reduction in fees is given.

7.4 The monthly fee is based on a calendar year of 52 weeks less 1.2 weeks (6 days) at Christmas - when the Nursery is closed - giving a billing year of **50.8 weeks**.

7.5 The nursery will be closed for seven days over the Christmas period including Christmas Eve, Christmas Day and Boxing Day for which there is no charge. The Nursery is closed for New Years Day also which does carry a charge. Dates for the closure will be given one month in advance of the closure.

7.6 The quoted charges are per Child, per core day (meaning 9.75 hours) and include lunch and tea. Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked and paid for 24 hours in advance or on the day.

7.7 The charges must be paid monthly in advance, by the 25th day of the month.

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- 7.8 All payments must normally be made by direct debit or childcare vouchers. We may agree to payment by cash, 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 is returned unpaid, or payment fails, we may charge an administration fee of up to £30.
- 7.9 Fees are increased annually in line with the rate of inflation and where costs have increased to the nursery. A review is carried out in September each year. And if it is necessary to increase fees a minimum of two months notice is given.
- 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 Charge interest on the overdue sum from the due date for the payment at the annual rate of 7% above the bank base lending rate from time to time, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement is obtained, and you shall pay the interest immediately on demand.
 - 7.10.2 Charge you an administration fee currently up to £30; and
 - 7.10.3 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 are 60 days or more late in paying us, we may also charge you our reasonable costs of seeking to recover the overdue payments. Such costs will be added to your running account and should be paid within 30 days of notification of them to you.
- 7.12 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.
- 7.13 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

8 Reducing sessions

- 8.1 You are required to give us six weeks written notice of a reduction to the booking you hold with us.

9 Free Nursery Education

- 9.1 If you wish to take up your free nursery education, you are required to complete and sign a

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Parental Declaration each academic term, detailing how and when you will take up the free sessions. The nursery will give you the form to complete at the point your child reaches the necessary age to be eligible for the Nursery Education Grant

- 9.2 Our 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 chargeable, you may bring a cold packed lunch instead if you prefer, but we are not able to heat up any food you bring to the nursery for your child.

10 Welfare of the Child

- 10.1 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.
- 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 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 must provide disposable nappies and work in accordance with the nursery's practice.
- 10.5 Where young babies require formula milk for bottle feeds parents are required to provide feeds in accordance with the nursery's practice.
- 10.6 Labelled mother's breast milk will be stored in the fridge.
- 10.7 As regards behaviour management techniques and sanctions, please refer to the Nursery's Behaviour Management Policy which can be found in the Parent Information Pack.
- 10.7.1 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions please refer to the individual policies and procedures in the Parent Information Pack. Information will also be given before your child's first day at the Induction visit.

11 Health and Medical matters

- 11.1 If the 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

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any changes to these contact details.

- 11.2 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. A full copy of our infection control policy and Guidance on Infection Control in schools and other childcare settings can be found in our Parent Information Pack.
- 11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.
- 11.4 If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours and dependent upon the advice given by your GP or medical practitioner.
- 11.5 As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy which can be found in your Parent Information Pack.
- 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 The weekly menu is displayed in the hallway for parents to view. Cooked lunches are provided by Early Years Catering and for more information about meals please look www.earlyyearscatering.co.uk. Parents are able to comment and make queries directly to the supplier if they wish.
- 12.3 Packed lunches or pre-cooked food supplied by parents will not be able to be re-heated by us.

13 Reporting of neglect or abuse

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

14 Limitation of Liability

- 14.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability

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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. Subject to this proviso,

14.3.1 We shall not be liable for:

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

14.3.1.2 Loss of any profits, or consequential loss; and

14.3.2 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.

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 completing the 'permission form' given to you on enrolment.

16 Security

16.1 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.

17 Complaints and Concerns

17.1 Please address any complaint or concern to the Duty Manager in charge, in the first instance,

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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 can be found in the Parent Information Pack.

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, E-Coli outbreak, strike, civil action etc) occurs, for which we may have business interruption insurance and the nursery may close this would be without liability to you dependent upon the success of a claim with the

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nursery insurers. If successful 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 an epidemic and upon advice from the Health Protection Agency. Also, we close if the owner of the premises closes the premises and denies us access.

20 Invalid clauses

- 20.1 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.

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 give you at least one month's written notice of our intention to do so.

22 No Other Terms

- 22.1 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.

23 Assignment

- 23.1 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.

24 Rights of Third Parties

- 24.1 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**

- 25.1 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 and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

26 **General**

- 26.1 In the event that a parent or parents agree with a member of staff that a member of staff undertakes any baby sitting arrangement, it is to be clearly understood that this is not upon the recommendation of the Nursery but is an arrangement made directly between the parent or parents and the employee of the Nursery.
- 26.2 The Nursery gives no warranty for any of the actions of an employee of the Nursery outside of the Nursery itself and which is independent of the Nursery.
- 26.3 The Nursery does not accept liability for any injury or harm to any child or damage caused by its employees outside of the Nursery and its environment.
- 26.4 It is for the parent or parents to assess the suitability of any employee of the Nursery who undertakes work for the parent or parents outside of the agreement with the Nursery.