

Agreement for payment of fees

Child's name.....

Parent/carer's name.....

Person responsible for payment of fees

Name.....

Address.....

.....

.....Postcode.....

Telephone:

Day / work

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

Childcare vouchers
Tax Free Childcare

Other - specify

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 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 in Part A.

1.2 A reference to **writing** or **written** can be in the form of a letter, email or text.

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 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,

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, at least 4 weeks’ notice. However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for the whole fee during the notice period even if the child does not attend the nursery.

3.3 You will receive an invoice for the 4 weeks’ notice when you present the notice of termination.

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 clause 18.

5. **Our Obligations**

- 5.1 We will use all reasonable efforts to provide the Services to you, in accordance 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 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 the child including

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

6.1.2.2 Any prescribed medication;

6.1.2.3 Any lack of any vaccination which the child would ordinarily have by their age;

6.1.2.4 Any family circumstances or court orders affecting the child;

6.1.2.5 Any concerns about the child's safety;

6.1.2.6 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 to the arrival 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, until six months from the end of this contract.

7. Charges and payment

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

7.2 Where the child is unable to attend but our service remains available full charges will be due.

7.3 We will charge for bank holidays and/or staff training days.

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 or half a day and include breakfast, lunch and tea.

7.6 Extra sessions will be charged for at the ruling rate and must be booked and paid for in line with our invoicing arrangements.

7.7 The charges must be paid monthly in accordance with our invoicing arrangements.

When a child attends the nursery for the first time, an invoice will be issued from the first day of care until the end of the month and should be paid by you before the child begins the first session at the nursery.

The second invoice and all invoices from then on will be issued on the 25th (or around) of each month to be paid by the 7th of the following month.

7.8 All payments must normally be made by direct debit or childcare vouchers. We may agree to payment by 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 (currently £5).

7.9 We may increase our charges occasionally. We will give you written notice of any such increase at least 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:

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. and

7.10.2 Suspend all services until payment has been made in full, which will include the suspension of the child's place, or even terminate the contract permanently.

7.11 If you owe us any money, and make a claim against us, we may offset what you owe us against what you are claiming from us.

8. Reducing sessions

You are required to give us 4 weeks' written notice of a reduction in the number of sessions you require. You will be required to pay the usual 4 weeks' care for this notice period.

9. Welfare of the child

9.1 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.

9.2 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.

9.3 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.

9.4 Parents/carers of children who are not potty trained must provide nappies and wipes.

9.5 Labelled breast milk will be stored safely and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.

- 9.6 Parents/carers should provide sealed formula milk for bottle feeding babies. If this is not possible, parents/carers should provide the formula in sealed and appropriate containers so that the staff can prepare the mixture. The staff will prepare the bottles as and when it is needed in accordance with your instructions. We also require one extra feed for every day your child is in our care.
- 9.7 As regards behaviour support techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.
- 9.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions.

10. Health and medical matters

- 10.1 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 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)).
- 10.2 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 policies is in our Handbook.
- 10.3 You must notify the nursery manager if the child is absent from the nursery through sickness.
- 10.4 In accordance with the Department of Public Health, if a child is sent home from the nursery because of a communicable illness you should follow the correct procedures.
- 10.5 In accordance with the Department of Public Health, a child with communicable vomiting and diarrhoea cannot attend the nursery for 48 hours.
- 10.6 As regards to medication, and the administration of it to a child, please refer to the nursery's Medication Policy.
- 10.7 Please also see clause 6.1.2 on matters we need to be informed about.

11. Food/dietary requirements

11.1 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 your child does not come into contact with certain foods with support from parents/carers and external professionals should the need arise.

11.2 Menus will be displayed, and parents/carers and children can discuss them with the Manager/Assistant Manager if necessary.

11.3 No packed lunches supplied by parents/carers will be heated up by us.

12. 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.

13. Limitation of liability

13.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') 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).

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

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

13.4 We shall not be liable for:

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

13.4.2 Loss of any profits, or consequential loss; or any other indirect loss; and

13.5 Subject always to clause 13.3, 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.

14. Data protection

14.1 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.

14.2 Any personal data related to you or your child will be dealt with in accordance with our Confidentiality/GDPR Policy, which can be found in our Handbook.

15. Security

Parents/carers 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.

16. Complaints and concerns

Please address any complaint or concern to the Manager, the Assistant Manager or the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please follow the Complaints or Whistleblowing Policies which can be found in the Handbook.

17. Termination for breach of contract, or bankruptcy/insolvency

17.1 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:

17.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 14 days or more; or

17.1.2 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

17.1.3 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.

17.2 On termination of the contract for any reason:

17.2.1 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

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

18. Events that are beyond our control

18.1 If any event beyond our reasonable control (e.g. a fire, flood, epidemic or pandemic 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.

18.2 If the nursery is forced to close for reasons beyond the nursery's control or 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 a retainer of 50% of your regular monthly fee to enable the nursery to hold your child's place and cover unavoidable ongoing overheads during this time. For example, we may close because of severe weather conditions, outbreak of flu, swine flu, any epidemic or pandemic or other illnesses etc.

19. 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.

20. Changes to these terms and conditions

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

20.2 We may change any other terms only with express written agreement from you.

21. 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.

22. 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.

23. Rights of third parties

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

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