

NURSERY CONTRACT

NAME OF CHILD

1. Bookings

- 1.1 A signed contract letter specifying your child's start date and standard sessions, a signed Nursery Contract and a £55.00 non-refundable booking fee must be received by us before a place at the nursery is secured. We also require sight of your child's original full birth certificate, parental photographic ID (for both parents/guardians if applicable) and proof of address.
- 1.2 Once a place at nursery has been secured you may only request to amend your child's sessions after they have attended for a minimum of 3 months from the agreed start date. After this 3-month period if you wish to request a change to your child's standard booked sessions, you must give us at least 1 calendar month's written notice and we will amend your child's standard booked sessions where possible. Full fees will be charged for the notice period. Your child must attend a minimum of 4 sessions (with a morning session being 1 session and an afternoon session being 1 session) each week. Consideration will be given to a reduction in sessions subject to the requested change being compatible with the efficient running of the nurseries.
- 1.3 We will try and accommodate any requests you make for ad hoc additional sessions outside of your child's normal session pattern if reasonably possible and you agree to pay any fees for additional sessions following the agreed fee rate. You must give the Nursery at least 24 hours' advance notice to cancel any additional ad hoc sessions to avoid being charged.
- 1.4 We are unable to accommodate swapping your child's booked sessions from one day to another.

2. Opening Hours

- 2.1 We provide nursery facilities between 8.00am and 6.00pm Monday to Friday.
- 2.2 We are closed on public holidays and on Christmas Eve until 8.00am on the first working day of the New Year.
- 2.3 Your child must be collected by 1.00pm if they are attending the nursery in the morning session or by 6.00pm if they are attending in the afternoon session.
- 2.4 You must immediately inform us if you are unable to collect your child by the official collection time in condition 2.3.

- 2.5 If your child remains in Nursery after the specified closing time and the Nursery has not been able to reach you or an authorised contact to agree your child's collection, we will call Social Services and/or other government bodies as the Nursery deems appropriate. If you are late collecting your child, we may charge you a late collection fee as further described in section 3.8.

3. Fees and Payment

- 3.1 Once contracts are signed, fees will be payable for a minimum 3-month period from the agreed start date even if you later decide not to take up the place. The Nursery fee rates are dependent on your child's session pattern and age and will be notified to you in advance of your child starting at the nursery.
- 3.2 Fees are calculated by multiplying the weekly charge by 51 (weeks) and then dividing this by 12 (months) to create a fixed monthly charge which includes fees for bank holidays. CNTC is closed on Christmas Eve until the first working day after New Year. This period is not charged for.
- 3.3 We will review our fees annually to take effect usually on 1 April in each year. Any increase or change to the fee structure will be notified to you 2 months in advance.
- 3.4 You will be sent an invoice during the first week of each month. You will be charged for your child's standard sessions monthly in advance. Any requested additional sessions will be charged monthly in arrears.
- 3.5 Fees may be paid by bank transfer, childcare vouchers or a combination of these.
- 3.6 All sessions booked for must be paid for, regardless of whether your child attends. Refunds will not be given to you for non-attendance due to family holidays, sickness or as required under the Nursery's policies and procedures.
- 3.7 Invoices are payable within 14 days of the invoice date. If you fail to make payment within 30 days from the invoice date, your child's place may be terminated in accordance with condition 9.2. The Nursery shall be entitled to charge interest (4% above the Bank of England base rate) on any late Nursery fees. We may also charge for all other associated costs related to non-payment or recovery of any Nursery fees.
- 3.8 Late collection fee will be charged at £30 per half hour.

4. Emergency Contact Details

- 4.1 You must immediately inform us of any changes to your, and your authorised contacts' information details.

5. Security

- 5.1 You must keep us informed as to the identity of the persons who will be collecting your child.
- 5.2 If the person collecting your child is not usually responsible for collecting them and is not the legal guardian, we will require proof of identity, a password and they must be over 18 years old.

- 5.3 If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

6. Personal Belongings

- 6.1 We advise you to dress your child in practical inexpensive items of clothing, clearly labelled with their name.
- 6.2 We will make every reasonable effort to avoid loss or damage to your child's personal belongings however we will not be responsible for any loss or damage to such items left by you at the Nursery, including without limitation, push chairs, prams, car seats.

7. Health and Care Requirements

- 7.1 You must complete our standard child detail form prior to your child attending the nursery, detailing any dietary or medical requirements and any allergies, and immediately update us in writing of any changes to the information provided in this child detail form.
- 7.2 You must complete a medical consent form if you require our staff to administer any prescribed medicines to your child. In addition, the Nursery may give to your child certain types of non-medically prescribed medication, such as to reduce your child's temperature, respond to an allergic reaction or as the Nursery deems appropriate. Your child's attendance at Nursery whilst on medication will be at our sole discretion and following our policies and procedures.
- 7.3 The Nursery may apply sunscreen to your child before going outside following our policies and procedures. If you wish to supply your own sunscreen it must not contain any allergens which may cause risk to other children.
- 7.4 Staff may take children on walks or other activities in the local area following our policies and procedures, you will be asked to complete a consent form for such activities.
- 7.5 You will inform us if your child is the subject of a Court Order or signed custodial agreement and provide us with a copy of such.

8. Illness and Accidents

- 8.1 You must immediately inform us if your child is suffering from any contagious illness, sickness, diarrhoea and must not allow your child to attend the nursery if they are suffering from a contagious illness, sickness, diarrhoea until they are symptom free or cleared to return to Nursery by a doctor or medical practitioner following our policies and procedures.
- 8.2 If your child appears unwell during the day, we will contact you to collect them. If you are unable to collect them, other authorised contacts may be contacted.
- 8.3 We will inform you of all accidents and ask you to sign our accident/incident form.
- 8.4 In the event of an emergency, we will contact you immediately and your child will be taken to hospital and remain accompanied by a member of our staff until you arrive.
- 8.5 We will not be responsible for your child contracting any contagious illness whilst at the nursery.

9. Termination

- 9.1 You may terminate your child's place at the nursery for any reason by giving us at least 1 calendar month's written notice, after the initial 3-month period identified in condition 1.2. Fees remain payable during the notice period. If you withdraw your child during the notice period or fail to give the required notice, fees remain payable in lieu of notice.
- 9.2 We may immediately terminate your child's place at the nursery, and not refund to you the balance of any fees paid, if one of the following conditions is met:-
- 9.2.1 You fail to pay our fees within 30 days from the invoice date in accordance with condition 3.6.
 - 9.2.2 You display inappropriate, abusive or threatening behaviour towards our staff.
 - 9.2.3. Your child displays inappropriate or disruptive behaviour which endangers the safety or well-being of the other children.
 - 9.2.4 You are persistently late in collecting your child by the official collection time in condition 2.3.
- 9.3. We may close the nursery for any reason (other than in accordance with condition 9.4) or otherwise terminate this agreement by giving you at least 1 calendar month's written notice
- 9.4 This agreement will be immediately terminated in any event of insolvency.

10. Employment of Staff

If during the period of 6 months after the termination of your child's place at the nursery, you employ or otherwise engage a member of our staff who had contact with your child in the last 6 months of your child's place at the nursery, you shall pay us 15% of the relevant member of staff's gross annual salary at the time they left our employment. This sum represents the cost to us of recruiting a replacement member of staff. If you choose to have a Nursery staff member care for your child during their non-working hours, you must notify the Nursery in writing beforehand. We do not sanction any arrangements made between you and Nursery staff which are solely between you and the Nursery staff member. You agree to hold the Nursery harmless for any liability, loss or damages you incur as a result of any such arrangements.

11. Closure

- 11.1 If the nursery has to close or we take the decision to close due to circumstances or events that are outside of our control (other than those set out in condition 9.4), including but not limited to 'acts of God', epidemics or pandemic, acts of terrorism, fire, war, infectious diseases, extreme adverse weather conditions, interruption or failure of public or utility services, strikes or other industrial action, or improper staff to child ratios, we are not required to provide alternative childcare facilities to you.
- 11.2 If the closure exceeds 5 days in duration (excluding any days when the nursery would otherwise be closed) we will refund to you the balance of any fees paid for those days that the nursery is closed in excess of 5 days.

11.3 In the event the Nursery applies any discretionary discount to Nursery fees, this discount will be solely as a gesture of goodwill and will not constitute any variation of this Nursery Contract.

12. Publicity

12.1 From time to time we may photograph and video the children at the nursery. These images may be used for promotional purposes and may be shown in nursery rooms. If you do not wish for your child to be recorded or photographed, please inform us in writing and indicate this on the appropriate Nursery paperwork.

13. Privacy Notice

13.1 The Nursery processes personal data including but not limited to sensitive data, such as name, address, telephone contacts, date of birth, email addresses, authorised and medical contacts, employment information if relevant, gender, physical conditions, disabilities or allergies, dietary requirements, child photographs and care, learning and development records (personal data).

13.2 This data is processed for the following purposes – ensure a safe healthy and successful environment for your child, administer first aid/medical care where necessary, comply with government regulations and Nursery policies and procedures, aid in the administration of services, allow your employer to assess utilisation and quality of services information if applicable.

13.3 The Nursery may share personal data under the following circumstances – with the funding provider if you receive government funding, utilisation and quality of care information with your employer/education provider if you receive childcare as an employee or student benefit, with any other setting your child attends, as required by a Court Order, law or regulation and if the Nursery suspects child abuse and/or neglect, it will report these concerns to the relevant authorities in accordance with its policies and procedures and regulatory requirements.

13. Complaints

13.1 If you have any concerns regarding the services we provide, please discuss these with your child’s relevant Nursery Deputy. If your concerns have not been resolved to your satisfaction, please contact the Nursery Manager.

Signed: Please print name:
Acceptance signature (Parent or Guardian)

Date:

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Acceptance signature (Parent or Guardian)

Date: