

This contract is between

(1) **Topsham House Day Nursery**, a limited company with company number 3152455, the principal address of which is Topsham House, 16 Peckleton Lane Desford LE9 9JU and

(2) _____ of _____

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

I accept that there is a nursery place for.....for the following sessions

Monday	am	pm	full day
Tuesday	am	pm	full day
Wednesday	am	pm	full day
Thursday	am	pm	full day
Friday	am	pm	full day

Current fees

£ _____ per calendar month, payable by the 1st day of the month to which they relate

Signed for and on behalf of Topsham House Day Nursery.

Signed

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.....

I give permission for my child to be taken on nursery outings.

Name.....

Signed.....Date.....

TERMS AND CONDITIONS

1 Formation of the contract

A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration and deposit, and we have confirmed to you in writing that your application for a place has been successful.

2 Duration of the contract

The contract shall last until it is terminated by either you or us giving to the other, in writing, at least 4 week's notice. However, the contract can, in some circumstances be terminated immediately under clause 13.

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

3 Your obligations

You shall provide to us such information as we may reasonably require about your child.eg

- 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;
- Your contact details and those of your authorised persons who may collect the Child.

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

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.

4 Hours of Opening

The nursery opens at 7.45am and closes at 6pm, Monday to Friday.

Children must be collected by an authorised adult. The nursery must be notified if there are changes to the usual routine. Parents are requested to adhere to the hours of opening. We reserve the right to charge an additional £5 for every 5 minutes late.

The nursery is open throughout the year except for statutory Bank Holidays. The Nursery will close for the relevant period between Christmas and New Year each year. Dates are published in advance.

4 Charges and Payment

To secure a nursery place a deposit of 1 months fees must be paid. 50% must be paid when the place is reserved and the remaining 50% when the child commences at nursery. If the place at nursery is not taken up then the deposit is not refundable.

Charges are due even if the Child is absent.

Extra hours, (or parts of an hour) will be charged for at the current rate and must be booked and paid for by the end of the relevant month..

The charges must be paid monthly in advance, by the first day of the month. Fees must be paid by 3rd of each month. A late payment charge of £20 will be issued for any outstanding fees.

All payments must normally be made by bank transfer or childcare vouchers. Payment can be made by cash, debit or credit card (a charge of 2% will be levied on credit cards only) and by standing order. Bank details will be supplied. If a payment fails we may charge a reasonable administration fee (currently £20)

Fees are paid monthly in advance, in 12 equal instalments. Already calculated in this instalment is an allowance for two weeks' holiday.

A discount of 10% will be given to subsequent children of the same family attending Topsham House.

Our charges are reviewed annually. We will give you written notice one month before the proposed date of increase.

Without restricting any other legal right that we may have, if you fail to pay us on time, we may:

- Charge interest on the overdue sum from the due date for the payment at the annual rate of 3% above the base lending rate.
- Charge you a reasonable administration fee (currently £20); and suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

5 Reducing sessions

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

6 Free nursery education

If you wish to take up your free nursery education, you are required to complete and sign a Parental Statement of Undertaking (PSoU) on a termly basis, detailing how and when you will take up the free sessions. Our charges will not be made in respect of the free sessions as detailed in the PSoU, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session.

7 Welfare of the Child

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.

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.

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.

The child is the responsibility of the parent until they are handed over to the Nursery Practitioner and is the responsibility of the parent as soon as they have been collected from the group room.

Parents of Children who are not potty trained must provide disposable nappies, wipes/creams, a change of clothes and any comforters.

Parents should provide formula milk for bottle feeding babies. Bringing in and storing made-up formula milk may increase the chance of a baby becoming ill and should be avoided.

Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.

All children should be provided with -

A wash bag, containing toothbrush, toothpaste, flannel and comb. A changing bag, containing a change of clothes and indoor shoes/ slippers. All items must be named.

Children are not allowed to bring jewellery, money or other valuables to the nursery. Confectionery is not permitted at the nursery.

8 Health and medical matters

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 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 Illness exclusion 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.

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

Medication will only be administered to children, when written consent is given. A Medication Form must be completed and signed. Please refer to the nursery's Medication Policy.

9 Food/dietary requirements

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.

Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

10 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 we may do without your consent and/or without informing you.

11 **Limitation of Liability**

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).

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

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, We shall not be liable for:

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

Loss of any profits, or consequential loss; and

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.

12 **Data Protection**

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 in writing to the nursery manager.

13 **Termination for breach of contract.**

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 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.

On termination of the contract for any reason: 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.

14 **Security**

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.

15 **Events that are beyond our control**

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.

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.

16 Changes to these terms and conditions

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.

17 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.