|  |
| --- |
| **Parent Contract and Terms and Conditions** |

**PART A**

This contract is between

1. Bright Little Stars Nursery And (2) Mr and Mrs

Dove House

1 Dove Close

Bunns Lane

Mill Hill

NW7 2AQ

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Names of Child or Children** |  | | | | |
| **Hours of attendance (tick as appropriate)** | **Mon**  am  pm | **Tues**  am  pm | **Wed**  am  pm | **Thurs**  am  pm | **Fri**  am  pm |
| **Current fees** | **Fee:** As per our published fees. Fees must be received on or before the 1st day of the month to which they relate. All fees must paid by Direct Debit and / or Childcare Vouchers. **We reserve the right to increase our fees once as year with one month’s notice. This is typically in September but not exclusively.**  **Fee calculation:** Fees are calculated at a fixed monthly rate based on your child’s weekly sessions. This is calculated by multiplying the number of weekly sessions by 52 weeks which is then divided by 12 months to produce an average monthly cost. X 52 (weeks) /12 (months) = monthly invoice (Average monthly cost). Fee calculation for part month’s are based on number of sessions used during the part month.  **Deposit:** £200 deposit required. Refundable in line with our contract.  **Fee Age Bands:** when your child has a birthday resulting in a change of age band relating to the fees then that reduction will take effect from the 1st day of the following billing period.  **Discounts:** A sibling discount is applied to the eldest child’s fees where 2 or more children are registered and started sessions at the Nursery.All discounts are calculated on a reducing balance basis. Discounts are only applicable to the core sessions booked at Nursery and do not apply to Extra Sessions or Ad Hoc bookings. Please note discounts are discretionary and can be withdrawn at any time.  **Childcare Vouchers**: **Corporate vouchers must be received on or before 1st of the month in our bank account. If the vouchers are received after this date, they will be carried over to the next month and a manual payment will be required to be made by you to cover the difference.**  **Minimum Sessions:** It is compulsory to be registered for the following minimum sessions at all times. Not doing so will be considered a breach of the terms of this contract. It is the parent or careers responsibility to give sufficient notice to accommodate their sessions choices. : Under 2’s - 3 sessions, 2-3 years old - 4 sessions, 3-5 years old - 5 sessions. | | | | |
| **Charges** | Late fees of any kind will result in a £50.00 administration fee, with a further 7% interest charge above the base rate for the periods following until payment is received (7. Charges and payment below)  Late Collection: £10 for every 15 minutes that you are late in collecting your Child.  Failure to provide disposable nappies for children who are not potty trained despite agreeing to do so in this contract (10.3): £1 per nappy. | | | | |
| **Notice required to terminate this contract** | One full calendar month's written notice is required to be given by you or us to terminate this contract. You are able to terminate any time from your child’s start date. | | | | |
| **Do you consent to our calling an ambulance?** | Yes/No | | | | |
| **Policy and Procedures** | A copy of all our policies and procedures are available at our reception desk on request. | | | | |

# Agreement for Terms and Conditions

Signed - (both parents/carers to sign)

Mother/carer…………………………… Father/carer.………………………………… Date ………………………………….

Manager Signed ………………………………… On behalf of Bright Little Stars Nursery Position in nursery: …………………………………

**Payment method:**

|  |  |
| --- | --- |
| Direct Debit |  |
| Childcare Vouchers |  |
| Debit/Credit Card  Only for the first month of payment. |  |

# Agreement Payment of Fees:

Child's name…………………………………………………………………………………

Parent’s name……………………………………..…………………………………………

Start Date…………………………………………………………………………………….

Person responsible for payment of fees: Telephone:

Name………………………………………………………………………………………….. Day………………………………….

Address……………………………………..……….………………………………………… Evening …………………………….

…………………………………………………………..……………………………………… Mobile ………………………………

………………………………………………..Postcode…..………………………………….

I hereby agree to pay the fees for the above child on the date they fall due

Signed………………………………………….. Date………………………….

**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/We/Our”** Bright Little Stars Nursery

1.2 A reference to **writing** or **written** does not include faxes and/or email.

**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 with a £50 non-refundable registration fee and refundable £200 deposit (refundable in line with our fees policy) 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 prevail.

**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 one full calendar months’ 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). You are able to terminate anytime from your child’s start date. This is subject to clause 19.

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

**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 one month or more, then either you or we may terminate the contract by giving the other party 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:

6.1.2.1.1 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 welfare or happiness;

6.1.2.1.5 Any concerns about the Child’s safety; and

6.1.2.1.6 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 whenever they change.

6.3 We do not accept liability for any act or omission by you which prevents the performance of our obligations in clause 5.

6.4 Pick-up and Drop-off Parking Policy:

We enforce a strict policy for all parents/carers with children registered at Bright Little Stars Nursery Mill Hill not to park on Bunns Lane. All parents/carers, except those with young children under the age of two years old registered at our setting (see below), are advised to park on the south side of Flower Lane on the east non-residential side of the road, where cars are permitted to park outside the restricted hour of 11:00am to 12pm/Midday. Parents/carers are responsible for checking parking restrictions themselves; Bright Little Stars Nursery accepts no liability and parents/carers park at their own risk. We encourage parents to cross Bunns Lane using the refuge island just past the Nursery.

For parents/carers with young children under the age of two years old registered at our setting, you may use one of our five on-site parking visitor spots when available subject to a maximum stay of 10 minutes per visit.

We hope you respect and acknowledge the needs of our parents and our neighbours and adhere to our policies and procedures.

We take safety very seriously at Bright Little Stars and we are pleased to inform you that we have made arrangements with Barnet Council for a pedestrian crossing to assist parents/carers on Bunns Lane at our own expense. The timing of this is in the hands of the Council. If you require further information please do not hesitate to contact our Nursery Manager.

6.5 We may grant access to NurseryCam to parents or carers responsible for children registered at our setting, upon request, subject to our discretion. Where access is granted, it will be for your child’s allocated sessions in their learning room only whilst attending our setting. Where permission is granted, a parent/carer will be given their own individual account/login, subject to a maximum of two parent/carer account/logins per child. This individual account/login must not be given or shared with any other persons. When viewing NurseryCam parents/carers must ensure they are in a safe environment and no other persons are able to view their screen.

6.6 From time your child will need to comply with the nursery dress code policy. Typically this will be in our pre-school but not exclusively.

**7 Charges and Payment**

7.1 You shall pay the charges as set out in Part A. if payments are not received on time, we reserve the right to exclude the child from nursery and terminate this contract in accordance with clause 19.

7.2 Charges are due even if the Child is absent.

7.3 We are open 51 weeks a year. We will charge for bank holidays, the days in between Christmas Day and New Year’s Day and/or staff training days.

7.4 VAT is not charged on nursery fees.

7.5 The quoted charges are per Child, per core day meaning 10 hours, with 5 hours per session and include lunch and tea.

7.6 Extra hours (or parts of an hour) will be charged for (at the running rate) and must be booked and paid for at least 24 hours in advance.

7.7 The charges must be paid at least one month in advance, on or before the first day of the month. Any childcare vouchers received after the first day of the month may be used for the following month where possible.

7.8 All monthly payments must be made strictly by Direct Debit or Childcare Vouchers. The Direct Debit Mandate must be completed prior to the child’s start date to complete the registration process. For registration fees, deposit and additional fees we accept payments by major credit cards *(3% charge)*/debit card *(free)* or direct bank transfer, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment.

7.9 **Corporate Childcare Vouchers must be received on or before 1st of the month in our bank account. If the vouchers are received after this date, they will be carried over to the following month and a manual payment will have to be made by you to cover the difference. You are responsible for contacting your childcare voucher provider to confirm this.**

7.10 No payment shall be deemed to have been made until it is cleared into our bank account.

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

**7.12.1 Charge you an administration fee (currently £50); and**

7.12.2 **Charge interest on the overdue sum from the due date for the payment at the annual rate of 7% above the base lending rate** from time to time of Barclays Bank Plc, 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.

7.12.3 **Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even termination of the contract.**

7.12 We reserve the right to increase our charges once per year. We will give you written notice of any such increase one month before the proposed date of increase. **This is typically in September but not exclusively.**

7.13 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.

7.14 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.

**8 Session Changes**

8.1 You are required to give us one full calendar month’s written notice of a change in the number of sessions you require.

8.2 It is compulsory for children to attend the minimum sessions for their age band. Please try to give us as much notice as possible so we can accommodate your preferred increase in sessions. If the sessions are not increased in line with our terms, we reserve the right to either charge for the cheapest sessions for your child’s age band or this will be considered a breach of the terms and this contract.

8.3 You cannot give notice to simultaneously reduce and increase sessions at the same time. When sessions are decreased, these same sessions will be offered to the next child on the waiting list.

**9.** **Free Entitlement Fund**

9.1 If you wish to take up your free nursery education, you are required to complete and sign a Parental Declaration on a termly basis, detailing how and when you will take up the free sessions.

9.2 We participate in the Government Free Entitled funding for children aged between 3- 5 years old. Please note that the Nursery Education Grant only comes into force after 1st January, 1st April or 1st September AFTER your child’s third birthday. The start date is altered each year by the local authority in line with school terms. Your child will need to be 3 years old by 31st December, 31st March or 31st August to qualify for the next term

**10** **Welfare of the Child**

10.1 We will use our reasonable endeavours 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 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.

10.3 Parents of Children who are not potty trained must provide disposable nappies and wipes. Failure to do so will incur charges.

10.4 Parents of children who are bottle feeding must provide sealed formula milk. Bringing in and storing made-up formula milk may increase the chance of a baby becoming ill and should be avoided.

10.5 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.

10.6 Please refer to the Nursery’s Behaviour Management Policy which sets out our behaviour, management techniques and sanctions.

* + 1. The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions. Please refer to the individual policies and procedures.

**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 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. Please refer to our Infection Control Policy.

11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness as soon as reasonably practicable.

11.4 If the Child has been sent home from the nursery because of ill health or if the Child is prescribed antibiotics, he/she will not be re-admitted for at least 24 hours.

11.5 As regards medication, and the administration of it to a Child, please refer to the nursery’s Medication Policy. Please ask for a copy of it if necessary.

11.6 Please also see clause 6.1.2 on matters we need to be informed about.

**12 Food/dietary requirements**

* 1. We will provide meals.
  2. 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 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

12.3 No food from home is permitted in the nursery.

**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 Babysitting**

14.1Any babysitting service provided by a member of nursery staff to a parent falls outside the contract which exists between us and the parent. The babysitting service is the subject of a separate contract between the parent and the member of staff in which the nursery has no involvement whatsoever. The member of staff, when babysitting, is not acting in the capacity of a member of staff employed by us. We do not accept liability for any act or omission on the part of the member staff while performing the babysitting service. Policies of insurance kept by us do not apply to any babysitting service provided by a member of staff. The member of staff may not disclose or discuss any child or matter associated with our nursery when providing the babysitting service.

**15 Limitation of Liability**

15.1 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).

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

15.3 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:

15.3.1 We shall not be liable for and we do not accept responsibility for:

15.3.1.1 Any loss or damage to any toys, equipment or bags, clothing and others that you may bring into our nursery.

15.3.1.2 Cars parked on the forecourt or nearby.

15.3.1.3 Children whilst in the care of their parents on our premises or outside.

15.3.1.4 Any loss or inconvenience suffered by parents arising directly or indirectly from a temporary closure of our premises or as a result of the non-admission of a child for any reason. Fees will be charged for all reserved sessions regardless of holidays, sickness or temporary closures. For example, including but not exclusively, because of severe weather conditions, outbreak of flu or other illnesses in which case we will try and re-open as soon as practically possible and safe.

15.3.2 If any event beyond our reasonable control for example, including but not exclusively, a fire, flood, E-Coli outbreak 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.

**16 Data Protection**

16.1 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.

16.2 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.

**17** **Security**

17.1 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.

**18 Complaints and Concerns**

18.1 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 refer to our complaints and compliments policy.

**19 Termination for breach of contract, or bankruptcy/insolvency**

19.1 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:

19.1.1 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

19.1.2 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

19.1.3 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.

19.2 On termination of the contract for any reason:

19.2.1 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

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

**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 These terms and conditions are subject to change without notice, from time to time in our sole discretion. However, we may provide you with at least one month’s written notice in relation to amendments to our fees/charges.

**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.

**Agreement**

I agree to the terms and conditions and policies and procedures of Bright Little Stars Nursery which I have read and fully understand. I understand that these will be changed from time to time as circumstances require.

Signed ……………………………………….. Date …………………………………………

Print name …………………………………........…………………………………………….

Relationship to child ………………………………………………………………………….

Signed…………………………………………Date………………………………………….

Print name …………………………………........…………………………………………….

Relationship to child ………………………………………………………………………….

**------------------------------------------------------------------------------------------------**

**Office use only**

Input into nursery administration system (tick when complete) on (date) ……......

Input by ………………………………………………………………………………………..

Position ………………………………………………………………………………………..

Actual start date ………………………………………………………………………………

Room ………………………………………………………………………………………..

Key worker ……………………………………………………………………………………

**Permission slips received:**

Nursery trips **agree /disagree**

Emergency medication **agree/disagree**

Photographs **agree /disagree**