



PART A

This contract is between

Primrose Primary School (Referred to as 'us' / 'we' throughout this document) and *Insert Parent name and address* (Parent/Carer) (Referred to as 'you' throughout this document) The terms and conditions in Part B apply to this contract. Please read them carefully.

Child or children	<i>Insert name of child</i>															
Hours of attendance (please tick as appropriate)	<table border="0"> <tr> <td>Mon</td> <td>Tues</td> <td>Weds</td> <td>Thurs</td> <td>Fri</td> </tr> <tr> <td>AM</td> <td>AM</td> <td>AM</td> <td>AM</td> <td>AM</td> </tr> <tr> <td>PM</td> <td>PM</td> <td>PM</td> <td>PM</td> <td>PM</td> </tr> </table>	Mon	Tues	Weds	Thurs	Fri	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM
Mon	Tues	Weds	Thurs	Fri												
AM	AM	AM	AM	AM												
PM	PM	PM	PM	PM												
Current fees	\$28.00 per half day (08.00 – 13.00 or 13.00 -18.00) \$53.00 per day (08.00 – 18.00) \$225.00 per week Fees are payable by the 1 st day of the month to which they relate															
Additional services charge	\$6.00 (payable on flexible government funded sessions)															
Charges for late collection of the child	\$10.00 per half hour that you are late in collecting the child															
Notice required to terminate this contract	One month															

I hereby agree to the terms and conditions set out in this contract and agree to pay fees on the day they fall due.

Signed..... (parent)
 Name.....
 Date.....



Part B terms and conditions

1. Our commitment to you

- 1.1 We will use all reasonable efforts to provide our services to you, in accordance with these terms and conditions.
- 1.2 The nursery managers and staff will work to ensure that your child has a happy, exciting and stimulating time with us.
- 1.3 Primrose Primary School follows the EYFS and our environment is carefully planned to support this.

2. Your obligations

- 2.1 You shall:
 - 2.1.1 Cooperate with us;
 - 2.1.2 Provide to us such information as we may reasonably require about your child including but not limited to;
 - 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 affecting the Child;
 - Any concerns about the Child's safety; and
 - Your contact details, and those of your authorised persons who may collect the Child.
- 2.2 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.
- 2.3 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.

3. Charges and payment

- 3.1 You shall pay the charges as set out in Part A (or as applicable at the time should your sessions / fees have changed).
- 3.2 Charges are due even if the Child is absent.
- 3.3 Fees are payable 52 per year regardless of closures, bank holidays, illness etc.
- 3.4 The charges must be paid monthly in advance, by the 1st day of the month.
- 3.5 Monthly fees are calculated based on the number of days attended in each month.
We may be able to provide equal monthly payments on request.
- 3.6 A two week deposit is payable before your child starts. This will be refunded if the place is not taken up with at least 3 months' notice. The deposit will be refunded from the child's final fee invoice. The deposit is non refundable if notice is not given or if there are outstanding fees due



- 3.7 We may increase our charges once per year. We will give you written notice of any such increase one month before the proposed date of increase.
- 3.8 We may be able to accommodate changes in days on a temporary basis on request. This will be dependent on the numbers of children and staff in the nursery.
- 3.9 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
- 3.9.1 Make an interest charge of up to £5 per day 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.
- 3.9.2 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

4. Reducing sessions

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

5. Government funded childcare

- 5.1 If you wish to take up your government funded childcare, you are required to complete and sign a Parental Declaration on an annual basis detailing how and when you will take up the free sessions.
- 5.2 Our charges will not be made in respect of the free sessions as detailed in Part A, but we are entitled to make a reasonable charge for additional services provided during any free session.
- 5.3 If the County Council fail determine that you are not eligible for government funded childcare for any reason, you will be liable for any fees incurred.

6. Collection of children

- 6.1 Your child must be collected at your designated time (the nursery closes at 6pm). Late collections will be charged at \$10.00 per half hour.
- 6.2 If you are late for any reason it is essential that you contact the nursery to inform them. Please refer to our policies and procedures for details on action taken should a child fail to be collected.



6.3 If someone other than the known parent/carer is collecting from the nursery staff must be informed, with a full description of the person collecting, along with a password. Children will not be released without this information.

7. **Welfare of the Child**

7.1 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.

7.2 Parents of Children who are not potty trained must provide nappies

7.3 Parents should provide sealed formula milk for bottle feeding babies.

7.4 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.

8. **Child protection**

8.1 You should inform staff of any bumps or bruises that your child may have incurred at home.

8.2 You should inform staff of any incident at home that may affect your child's behaviour
e.g. birth of a new baby, loss of a relative or pet, break up with a partner etc.

8.3 If your child sustains an injury at nursery you will be informed. Details of the accident will be recorded on a form which you will be asked to sign as confirmation that you have been informed.

8.4 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.

8.5 For all other child protection issues please refer to our policies and procedures.

8.6 Information about all children is confidential and as such staff will not discuss any child with another family.

9. **Health and medical matters**

9.1 If your child is unwell, they should not be brought into nursery.

9.2 If your Child becomes ill during the nursery session we will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. We may request that you come to collect your child if we feel that they are not well enough to be in nursery.

9.3 If your child requires urgent medical attention while under our care, we will 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.

- 9.4 If your 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 is available on request. We follow Public Health England guidance on minimum periods of exclusion from the nursery.
- 9.5 You must notify the nursery if the Child is absent from the nursery through sickness.
- 9.6 Medication can be administered as long as the child's name appears on the bottle / packaging and a medication form has been signed.
- 9.7 A separate medication policy explains other procedures used within the nursery.

10. Food/dietary requirements

- 10.1 Primrose Primary School adopts a healthy eating policy.
- 10.2 Drinking water is available to all children at all times of day and milk is available at meal times. Diluted fruit juice is available at breakfast time.
- 10.3 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.
- 10.4 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.
- 10.5 Parents are not permitted to send food in with their child unless agreed by the nursery manager.

11. Parent / Nursery communication

- 11.1 Primrose Primary School operates an 'open door policy' and invites parents to speak to us about any concerns they may have. If parents wish to speak to a member of staff in private, an appointment should be made so that we can arrange staffing accordingly.
- 11.2 Nursery staff will share your child's progress through their 'learning journey' and parent consultations on a regular basis.
- 11.3 Nursery staff will share day to day updates with you via our online communication platform 'Family'

12. Equal Opportunities

We welcome staff and children from many different backgrounds and ethnic groups. Children will learn about a range of different cultures and religions. 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. We will do all that is reasonable to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

13. Limitation of liability

We shall not be liable for any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;

14. Data protection

14.1 You agree that details of your name, address and payment record may be submitted to a debt collection agency in the event of non payment of fees, and personal data will be processed by and on behalf of us in connection with our services.

14.2 We may take photographs and/or videos of your Child for the purposes of documenting their learning and sharing their progress with you or for promotional purposes. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' on Family.

15. Security

Parents are welcome to visit the nursery, any unexpected visitors (e.g. prospective customers viewing the nursery) will be accompanied by a member of staff at all times. 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 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 also refer to our complaints and compliments policy which shall apply to any complaints received by us.

17. Termination of contract

17.1 One month's notice is required in writing to end the contract and one month's fees will be charged.



17.2 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 then we shall be permitted to request that you withdraw the Child without being charged fees in lieu of notice.

17.3 On termination of the contract for any reason:

17.3.1 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;

18. Events that are beyond our control

18.1 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.

18.2 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 flu, swine flu or other illnesses etc.

19. Changes to these terms and conditions

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

19.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

Our full policies and procedures are available to view in our hallway and by signing this document you agree to all policies and procedures as such.

I have read and understood the above and accept the conditions both set out above and the full policies and procedures that are available to read

Name.....

Signed.....

Date.....