



Holland House Day Nursery

WELCOME PACK

Includes:

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Please complete all sections and return part's A, B, C, D and F to the setting. Please retain the Introduction and Part E for your own records. Part D and Part F will be stored on file in the nursery and uploaded to the child's FAMLY account.

Who are we?

We are Holland House Day Nursery, a small private not for profit early years setting located in the heart of Sutton Coldfield, minutes away from the town centre. We are located next to Holland House Infant School and Holland House Children's Centre on Holland Road. We pride ourselves on delivering excellent care to all the children and families that join us and have been part of the Sutton Coldfield community since 2001.



Holland House Day Nursery is open for 51 weeks a year, Monday through Friday from 07:30 to 18:00. We do not open on bank holidays and remained closed for the week between Christmas and New Year.

Meadow Room

Our babies and toddlers' room is a very large open space designed for comfort and to create a home away from home feeling. The room has carpeted and hard floor areas as well as indoor provision for physical development. The environment also supports the children's routines with a separate area for nappy changing and mealtimes. The children also benefit from having access to an entirely separate space for sensory play and sleeping.



Forest Room

The 2, 3 and 4 year olds enjoy the Forest Room, a large open space that opens directly onto the outdoor garden. This room is designed to meet children's individual interests, whilst offering the support they need to transition to reception class. The environment also supports the children's routines with a separate area for nappy changing, group times and mealtimes.



Meet the Manager

Anthony has been at Holland House Day Nursery since 2010 and has been the manager since 2019. He has a degree in Early Childhood Education and a BA(Hons) in Working in Integrated Services for Children and Young People. With a passion for the outdoors and offering engaging environments, he leads the team with an holistic approach ensuring children are at the centre of all decision making and opportunities.



For more information please visit www.hollandhousedaynursery.co.uk

PART A: Child Registration Details

Personal Details

Name of child			
Date of birth			
Home address			
Postcode			
Position in family			
Hair colour		Eye colour	
Religion			
Ethnic origin			
Nationality			
Language(s) spoken at home			
Details of any special educational needs/disabilities			
How did you hear about Holland House Day Nursery			
Preferred start date			
Emergency collection password			

About your family

Parent /carer 1	
Title	
First name	
Surname	
Home address	
Postcode	
Mobile	
Home email	
Work address	
Postcode	
Work tel number	
Work email	
Responsibilities (Tick all that apply)	Parental responsibility Payment of fees Collect child from nursery Contact in emergency

Parent /carer 2	
Title	
First name	
Surname	
Home address	
Postcode	
Mobile	
Home email	
Work address	
Postcode	
Work tel number	
Work email	
Responsibilities (Tick all that apply)	Parental responsibility Payment of fees Collect child from nursery Contact in emergency

Emergency contacts

Contact one	
Title	
First name	
Surname	
Relationship to the child	
Address	
Postcode	
Mobile	
Contact two	
Title	
First name	
Surname	
Relationship to the child	
Address	
Postcode	
Mobile	

Medical details

Does your child have any allergies?	Yes / No (please circle)
If yes, please give details of the cause and reaction	
Does your child have any special dietary requirements?	Yes / No (please circle)
If yes, please give details	

Has your child had any of the following immunisations? Please tick and date	Immunisation	Date of immunisation
	BCG	
	Diphtheria	
	HIB	
	MMR	
	Meningitis C	
	Poliomyelitis	
	Tetanus	
Whooping cough		
Any other immunisations		
Name of GP		
Name of surgery		
Address		
Postcode		
Telephone number		
Any other details that we should know about, including other professionals?		

Monitoring form

Take up/usage		Ethnic origin	
1 – 15 hours per week		White	
16 – 30 hours per week		British	
31 – 50 hours per week		Irish	
		Traveller	
Work/training		Other	
Children in lone parent family			
A parent working full time (35 hours +)		Mixed	
A parent now working more than 16 hours		White and Black Caribbean	
A parent now working less than 16 hours		White and Black African	
A parent now in higher/further education		White and Asian	
A parent taking skills for life or step into learning		Other	
Parent(s) are not working/training			
		Asian or Asian British	
Financial support		Indian	
Parents access CTC		Pakistani	
Parents access WTC		Bangladeshi	
Parents access HE childcare access fund support		Kashmir	
Parents access Care 2 Learn support		Other	
Place sponsored by regeneration scheme, e.g. SRB		Black or Black British	
Financial support from employer		Caribbean	
Receipt of 2 year old funding		African	
Receipt of 3 and 4 year old funding – 15 hours		Other	
Receipt of 3 and 4 year old funding – 30 hours			
		Chinese	
Additional needs		Chinese	
Cognition and learning difficulty		Other	
Behaviour, emotional and social development needs			
Communication and interaction needs		Other	
Sensory and/or physical needs		Other ethnic group	
Other/combination of needs			

PART B:

All about me

Name of child	
Completed by	
Date	

Getting to know my family and me...

My age at starting Holland House Day Nursery is	
I like to be called	
My siblings' names are	
I get collected from nursery by	
My first language at home is	
Other languages in my family are	
I live in my house with	
My experiences of being away from my family	
My experiences of playing with other children	
Special people in my life	
My family and I celebrate	
Important events in my life include	

Interests and preferences

Things that excite me and make me happy	
My favourite books, rhymes, activities, toys and places to go	
Things I like doing outside	
My weekly routines	
Things I can sometimes get angry or upset about	
Things that comfort me	

Food and drink

I usually eat	
My favourite foods	
My favourite drinks	
I don't like	

My daily routine is

[illegible]

Health and development

Medical information	
Allergies	
Regular contact with health professionals or agencies	
Healthcare required	
I'm good at ...	
I need help with ...	
How I communicate	
How I respond to new people or situations	
How I would handle disappointment	
Care plan	
Additional information, notes, comments, observations	

PART C:

Baseline observations

Please complete the baseline below for your child based on their current age.

Under 2's

Please confirm if your child can:	YES	NO YET	Comments (if any)
Sit unaided			
Crawl			
Pull up using furniture			
Cruise around furniture / items			
Walk			
Feed themselves			
Imitate faces you make			
Babble			
Join in with songs / singing - such as clap hands, wiggle bottom, sings some words			
Understands single words e.g. mummy, daddy, milk, yes, no			
Respond / react to yes and no			
Imitate words and sounds			
Hold an object in each hand			
Pick up an object using thumb and forefinger			
Hold a cup with two hands and drink			
Point and look at an object, and indicate what that object is			
Co-operate with caregiving such as getting dressed			
Do you attend any other parent and baby groups for socialising			

2-3 Year olds

Please confirm if your child can:	YES	NO YET	Comments (if any)
Attends any other social groups			
Attends any other settings			
Plays co-operatively with you e.g rolling a ball			
Shows affection to people close to them			
Responds to boundaries			
Joins in with actions, songs and rhymes			
Understands simple sentences/ instructions e.g. throw the ball			
Walks up/downstairs			
Indicates when they are wet or soiled			
Understands what a potty or toilet is used for			
Attempts, or helps with getting dressed			
Pedals a bicycle			
Communicates what they want			
Feeds himself/herself			
Uses a spoon and fork			
Washes their own hands			
Puts on their own coat			
Is your child potty training			
Will your child sit on the toilet			

Over 3's

Please confirm if your child can:	YES	NO YET	Comments (if any)
Attends any other social groups			
Attends any other settings			
Can speak confidently to other children when playing			
Will your ask for help when needed			
Can take turns and share resources			
Is aware of boundaries			
Enjoys having responsibility			
Demonstrates friendly behaviour towards others			
Sits and listens to stories			
Responds to simple instructions, such as tidying away			
Can confidently walk up and down stairs			
Can pedal a bicycle			
Can hold a pencil between their thumb and two fingers			
Recognises their own name			
Knows what letter starts their name			
Snips paper using scissors			
Jumps with two feet together			
Toilet independently			
Washes their own hands			
Puts on their own coat			

PART D:

Holland House Day Nursery - Childcare Agreement

I wish to access the following sessions at Holland House Day Nursery. Please tick ☒ the sessions you want to attend in either the full year or term time options box. Below this you can then select the extras that you agree to be invoiced for.

Full Year Options				
	08:00-13:00 £35.50	08:00-16:00 £56.80	08:00-17:00 £63.90	08:00-18:00 £71.00
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

Term time placements are available. All 2, 3 and 4 year olds who receive the universal 15 hours funding can select a term time placement of 5 x 3 hours each week. Families of all children who access the Working Entitlement (WE) 30 hours funding can select a term time placement of 5 x 6 hours each week.

Term Time Options*			
	08:30-11:30	09:00-15:00	08:00-15:30
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

*Subject to availability.

Extra Options						
	Early Start 07:30-08:00 £5.00	Breakfast 07:30-08:30 £0.75	Hot Lunch 11:30-12:30 £3.25	Tea 15:30-16:00 £1.00	Snack AM/PM £0.20	Consumables* £1.00
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

*Consumables relates to nappies, wipes and nappy sack

Funding

How many hours of free entitlement funding are you accessing? Please tick below			
15		30	
Are you stretching this funding to access a full year place? Please tick below			
YES		NO	

How do you want to use your funding? For example, if you have 22.35 hours of stretched funding, and you attend 5 days per week. You may request that funding be used on Tuesday, Wednesday and Thursday. This means that fees are paid for everything else.

Monday	Tuesday	Wednesday	Thursday	Friday
	✓	✓	✓	
Comments:	Comments:	Comments:	Comments:	Comments:
10 hours paid	10 hours funded	10 hours funded	2.35 hours funded 7.65 fees	10 hours paid

I would like my funding to cover the days attended below and understand that all other ticked sessions will be charged.

Monday	Tuesday	Wednesday	Thursday	Friday
Comments:	Comments:	Comments:	Comments:	Comments:

Our ad-hoc hourly rate is £10 per hour outside of the available sessions.

We also reserve a select number of bespoke sessions to offer to our families who are part of the SEND community and families of looked after children. Please ask for more information.

Agreement for payment of fees

Child's name

Parent/carers name

Person responsible for payment of fees

Name

AddressPostcode.....

Mobile Email

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

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

Payments can be made by bank transfer to: Holland House Day Nursery Ltd, Lloyds Bank, Sort Code: 30-98-37, Account Number: 43473360

This contract is between:

Holland House Day Nursery a limited company with company number 08548589, the principal address of which is Holland House Day Nursery, Holland Road, Sutton Coldfield, B72 1RE; and

Parent/carers name: of

Parent/carers address:

PART E:

Important Information

Extras

If you are choosing to access a funded term time or full year place at Holland House Day Nursery and wish not to access any extras, it is your responsibility to ensure the following is provided daily to the nursery. Please also be aware that for families accessing full year childcare, we may not be able to accommodate lunch box request due to meeting minimum catering numbers for hot food.

Meals and snack

If you do not wish to pay for meals and snacks, then you must provide your child with pre-packed alternatives. If you choose to provide your own meals you will be required to provide separately labelled meal containers for breakfast, lunch and afternoon tea in a suitable bag with the child's name clearly labelled on all items, alongside what meal it corresponds with. You will need to include cool packs within the containers if you are providing refrigerated goods as we do not store children's lunch bags in refrigerators. If you do not wish to pay for snacks, then please provide fruit in separate labelled containers as stated above.

Families will be requested to read, sign and comply with the settings Lunch Box Policy at the end of this document.

Consumables

If you do not wish to pay for consumables then please ensure you pack a small drawstring or pouch style bag containing only nappies, wipes and sacks for daily use. We recommend for a full 10 hour day providing at least 5 nappies.

Charges

On any occasion where food and consumables are not provided, the nursery will step in to do so, charging at the current rates documented under part D.

Extracurricular activities

If your child attends on a day where we have additional experiences happening, we will send you a booking form giving you the option to access this experience for a half termly fee. Please see the example below.

Emma The Music Lady Sessions	7 weeks x £1 = £7
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Attending the nursery

Clothing

Please ensure that children always attend the nursery with appropriate clothing, this includes shoes and outerwear like coats, hats and gloves. It is very important that all clothing items are clearly labelled with your child's name so that we can make sure that all personal items are returned to families and children.

Please also ensure that shoes, bags and coats are clearly labelled.

We would recommend attending the setting with a fully packed backpack containing at least 2 changes of clothes, plus any other required items like a nappy changing bag as stated under 'consumables' above. We advise extra socks and underwear for children who are toilet training. Please also be aware of packing seasonal clothing, like raincoats, all in ones and wellington boots.

We advise that all belongings are taken home at the end of each day. Please do not pack belongings in plastic bags, as we do not want plastic carrier bags within our children's cloakroom area due to health and safety risks.

Please be aware that we do a lot of messy and creative play at nursery including painting, mud play and other experiences. Although we use children's paint, paint can sometimes stain. We offer aprons, but we do not use them as a barrier to children getting involved in such play. We recommend sending children to nursery in old or nursery specific clothes that can get dirty, stained and marked.

Packed lunches, water bottles and milk bottles

Please ensure that children's extra belongings are always clearly labelled with names and contents. For example, mealtimes that are separated into individual containers and labelled 'snack', 'tea', 'lunch' and 'breakfast' alongside the child's name. Water bottles that are clearly labelled. Milk bottles/bags that are clearly labelled with contents and names. We will only accept water in water bottles, bottles containing anything else will be stored out of reach, special considerations will be considered on a case-by-case basis.

Any items not labelled will not be given out to children.

Backpacks

Please do not store any snacks or loose food items in the children's backpacks. We must adhere to our policies surrounding dietaries and allergies. Any food items found in children's backpacks will be immediately discarded.

Formula

If you require the setting to use powder/formula milk, you must provide us with a new sealed container only. We cannot accept opened containers. The setting will inform you when we require a new container.

Labels

We would recommend you label everything, if in doubt label it.

Healthcare guidance

Chickenpox, Shingles	At home 5 days from onset of rash and all spots have crusted over.
Cold Sore	No exclusion period.
Conjunctivitis	Children will need to remain at home for 24 hours from onset and have started eye drops or ointment.
Diarrhoea and Gastroenteritis	Any person vomiting or suffering from diarrhoea to remain at home until 48 hours after the last symptoms.
Erythema Parvovirus (Slapped Cheek)	Children do not need to be excluded from nursery unless feeling unwell. An individual is no longer infectious once the rash appears.
Hand Foot and Mouth	No exclusion period.
Hepatitis A	7 days exclusion period at home.
Hepatitis B	Children with acute Hepatitis B may be too unwell to attend nursery but there is no reason to exclude anyone with Hepatitis B or C if they are well enough.
Impetigo	At home 48 hours after treatment has started and crusts are drying up.
Influenza (Not to be confused with a Common Cold)	Children with symptoms should remain home until they have recovered and for at least 24 hours after temperature has returned to normal.
Live Head Lice	Treatment should be started as soon as possible on the day of diagnosis, children will remain at home for 24 hours post treatment before returning to the setting.
Measles	At home until 5 days after the appearance of the rash
Mumps	At home until 5 days after the swelling started
Ringworm	Treatment should be started as soon as possible on the day of diagnosis; children will remain at home for 24 hours post treatment before returning to the setting.
R.S.V. Virus Bronchiolitis	Exclude until recovered
Rubella (German Measles)	At home until 6 days after the appearance of the rash
Scabies	At home until after the first treatment has been completed. Everyone in the household will require treatment.
Scarlet Fever	At home 24 hours after beginning antibiotics
Threadworm	Children do not need to be excluded from school but will need to inform nursery of a diagnosis. Everyone in the household will require treatment.
Tonsilitis	Children do not need to be excluded from nursery unless feeling unwell.
Whooping Cough	At home at least 48 hours after antibiotic treatment has started and feels well enough to return to school.
Antibiotics, Injections and Immunisations	Children to remain at home for 24 hours after beginning any antibiotics, receiving injections or having immunisations.

Policies

Holland House Day Nursery is committed to delivering the highest possible standards of care and learning for all children. The nursery's policies and procedures underline our commitment to following guidance set down by the government and providing clear, consistent guidance for staff to follow in any given situation.

Our policies represent the philosophy by which we manage the nursery and form part of our legal contract with you; therefore, the significance of this document cannot be underestimated.

This document is an essential read for all parents and staff associated with the nursery; it plays a pivotal role in guiding the actions we take on a daily basis, which are communicated to staff via induction and training programmes, and to parents in writing, electronically and verbally through our daily interactions.

Specific policies are readily available in our reception area and on our website. All policies and procedures are available to anyone at any time upon request.

General Data Protection Regulation (GDPR)

Our GDPR policy is located in our reception area, website and upon request.

Permissions and consents

Permissions and consents can be found on our FAMLY app when you log in to your child's account. This offers families more flexibility in reviewing and changing permissions and consents as circumstances change.

PART F:

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 D;
- “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 D (excluding bank holidays), together with any other services which we provide, or agree to provide, to you;
- “Us”** the nursery named in Part D.

1.2 A reference to **writing** or **written** includes email.

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 (Part E),
- 2.2.2 A policy issued to you by us (Part E),
- 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 one full calendar months' notice. However, the contract can, in some circumstances be terminated immediately under clause 18.

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

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 our Critical incident policy or in the circumstances set out in clause 19.

5. Our obligations

5.1 We will use all reasonable efforts to provide the services to you, in accordance with all material respects 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

6.1.2.1 The child including

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 affecting the child;

6.1.2.1.5 Any concerns about the child's safety; and

6.1.2.2 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 arrivals 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 D or in accordance with clause 19.

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

- 7.3 We will not charge for bank holidays and 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 session as outlined in part D.

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

- 7.7 The charges must be paid monthly in advance, by the first day of the month.

- 7.8 All payments must normally be made by direct bank transfer or childcare vouchers. We may agree to payment by cash or major credit/debit card, 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 £25.00).

- 7.9 We may increase our charges once per year. 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.

7.12 Late collection charges will be applied when a child is not collected at the scheduled time. We charge £15 every 10 minutes.

7.13 An hourly charge of £10 is applied in all instances where a child is starting a session earlier than the planned start time. If a child is dropped off before their planned start time of 08:00, the Early Start session will be applied instead of an hourly charge of £10.

8. Reducing sessions

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

9. Government funded nursery education

9.1 If you wish to take up your funded nursery education place, you are required to complete and sign a Parent/carer declaration on a termly basis, detailing how and when you will take up the funded sessions as outlined by the local authority guidance.

9.2 Our charges will not be made in respect of the funded sessions as detailed in the Parent/carer declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any funded session. Meals are charged at the rate of £3.25 per meal.

10. Welfare of the child

10.1 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.

10.2 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.

10.3 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.

10.4 Parents/carers of children who are not potty trained must provide nappies OR pay for consumables.

10.5 Parents/carers should provide sealed 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.

10.6 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.

10.7 Regarding behaviour support techniques and sanctions, please refer to the nursery's Promoting positive behaviour policy. Please ask for a copy of it if necessary.

10.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

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. 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)).

- 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. A full copy of our infection control policy is available from the nursery manager. Please refer to the illnesses and communicable diseases list supplied in your information on minimum periods of exclusion from the nursery.
- 11.3 You must notify the nursery manager if the child is absent from the nursery through sickness, this can be logged on the nursery FAMILY application.
- 11.4 If the child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours. If the illness is a communicable illness then clause 11.2 shall also apply and the child will be unable to attend the nursery until such time as the infection has cleared.
- 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 and dietary requirements

- 12.1 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 and external professionals should the need arise.
- 12.2 Menus will be displayed for inspection, and parents and children will be involved in the review of these.
- 12.3 No packed lunches supplied by parents for the day nursery, after school or holiday club children will be heated up by us.

13. 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.

14. Limitation of liability

- 14.1 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).
- 14.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 14.4 We shall not be liable for:
 - 14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
 - 14.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- 14.5 Subject always to clause 14.3, 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.

15. Data protection

- 15.1 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.

15.2 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 via FAMILY, or by writing to the nursery manager.

15.3 Any personal data related to you or your child will be dealt with in accordance with our GDPR privacy notice, which can be found at www.hollandhousedaynursery.co.uk

16. 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. The nursery also uses a password system to ensure security, any authorised person who is new to the setting, but does not know the password, will not be allowed to leave the building with the child.

17. 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.

18. Termination for breach of contract, bankruptcy or insolvency

18.1 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:

18.1.1 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

18.1.2 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

18.1.3 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.

18.2 On termination of the contract for any reason:

18.2.1 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

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

19. Events that are beyond our control

19.1 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.

19.2 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 20% 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. Also, if the owner of the premises closes the premises and denies us access.

20. 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.

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

21.3 We will review the contract annually and any changes will be agreed in writing and signed by each party

22. 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.

23. 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.

24. Rights of third parties

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

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

The Childcare Agreement in Part D and Terms and Conditions in Part F apply to this contract. Please read them carefully.

Signed by _____ for and on behalf of Holland House Day Nursery Ltd

Print Name: _____ Date: _____

Position: _____

Signed (parent/carer to sign)

Parent / Carer 1: _____ Print name: _____

Parent / Carer 2: _____ Print name: _____

Date : _____