

## CONTRACTUAL AGREEMENT

*Between The Nursery; SEND Childcare Ltd and child's parent / guardians.*

### 1. Enrolment & bookings

- 1.1. You must return your child's completed enrolment forms along with their birth certificate and / or passport before a place can be reserved. The Nursery manager will confirm your requested sessions are available prior to enrolling your child.
- 1.2. If your child is entitled to grant funding, you must discuss this with The Nursery manager prior to enrolment.
- 1.3. Grant funded and fee-paying places can be either term time or all year round. Parents must specify which place you require prior to enrolment.
- 1.4. If you wish to amend your child's standard booked sessions, you must give us 4 weeks written notice (or via Famly) and we will amend your child's sessions where possible.
- 1.5. We will try and accommodate any requests you make for additional sessions on an ad-hoc basis, but this is subject to availability and cannot be guaranteed.

### 2. Opening Hours

- 2.1. Our standard session times are between 8.00am and 6.00pm Monday to Friday.
- 2.2. We offer an early morning drop off from 07.30am but this is bookable in advance.
- 2.3. The Nursery is closed on bank holidays and from 1.00pm on Christmas Eve.
- 2.4. 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.
- 2.5. Charges will be added to your account if you are late to collect your child.
- 2.6. You must immediately inform us if you are unable to collect your child by the official collection time.
- 2.7. Children cannot be brought early to sessions without the prior agreement of The Nursery manager.

### 3. Fees and Payment

- 3.1. Our fees are based on a sessional fee that will be notified to you in advance of your child starting at the nursery. *Please see our fees and charges document on our website.*
- 3.2. A supplementary charge is payable per session for grant-funded children. This covers the cost of consumables including nappies and wipes and food costs.
- 3.3. All sessions booked must be paid for, regardless of whether your child attends. No refunds will be given to you for non-attendance.
- 3.4. We will review our fees annually to take effect usually on 1 April in each year. Each annual increase will be notified to you 2 months in advance.
- 3.5. You will be sent an invoice during the first week of each month. You will be charged for your child's sessions for the entire month.

- 3.6. Invoices are due to be paid on the 20<sup>th</sup> of every month and should be paid by bank transfer, where possible.
- 3.7. Late payment fees will be applied to your account weekly if payment is not received on time.
- 3.8. If you fail to make payment within 30 days from the invoice date, your child's place may be terminated.
- 3.9. Under no circumstances will a child be allowed to return to the setting if their account is in two months arrears. The child may return once fees have been paid, however this is subject to a place being available.

#### **4. Absence**

##### **4.1. Grant Funded Places**

- 4.2. The supplementary charge must still be paid if the child is absent due to sickness, or last-minute holiday as the food and consumables will already have been purchased.
- 4.3. A minimum of two weeks' notice is required for family holidays. If this notice period is not adhered to then the supplementary charge for the child's standard sessions will be applied to the account.
- 4.4. The supplementary charge will not be payable in school holidays if the child occupies a term time only place.

##### **4.5. Fee Paying Places**

- 4.6. Full sessional rates are still payable if the child is absent due to sickness or any other reason, as the child's place has been secured.
- 4.7. The Nursery will offer 1 week of the child's standard hours at a reduce rate of 50% or allow the child to attend additional sessions the week of their return. The reduced rate will be applied as standard to the monthly invoice, if you would prefer for your child to have additional sessions, please speak to The Nursery manager.
- 4.8. All other holidays will be charged at the standard rate.

#### **5. Emergency Contact Details**

- 5.1. You must immediately inform The Nursery of any changes to your, and your authorised contacts', contact details.

#### **6. Safety and Welfare**

- 6.1. You must keep us informed as to the identity of the persons who will be collecting your child.
- 6.2. If the person collecting your child is not usually responsible for collecting them, we will require proof of identity and a password.
- 6.3. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

- 6.4. If any person collecting a child appears to be under the influence of alcohol or illicit substances, The Nursery will take reasonable steps to safeguard the child and will not release your child until satisfied there is an appropriate adult to care for them.
- 6.5. You must inform us if your child is the subject of a court order and provide us with a copy of such an order.
- 6.6. We have a duty to report any instances where we consider that your child may have been abused or neglected to the relevant authorities and may do so without your consent and/or informing you.

## **7. Illness and Accidents**

- 7.1. You must immediately inform The Nursery if your child is suffering from any contagious illness and must not allow your child to attend the nursery.
- 7.2. We will not be responsible for your child contracting any contagious illness whilst at the setting. See our infection control policy as needed.
- 7.3. 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.
- 7.4. We will inform you of all accidents and ask you to acknowledge our accident/incident form on Family.
- 7.5. 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. Dietary and Medical Requirements**

- 8.1. You must complete our registration form, prior to your child attending the setting, detailing any dietary or medical requirements including allergies, and immediately update us in writing of any changes to the information provided.
- 8.2. You must complete a medical consent form if you require our staff to administer any prescribed or over the counter medicines to your child.
- 8.3. We offer a well-balanced and nutritious four – weekly menu that caters to the needs of our children. All meat products are halal.

## **9. Personal Belongings**

- 9.1. We advise you to dress your child in practical inexpensive items of clothing, clearly labelled with their name.
- 9.2. 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.
- 9.3. If your child has stained clothing from nursery, please send these items for your child to use as messy play clothing.
- 9.4. Please provide your child with weather appropriate clothing, including hat, gloves and wellies or shoes that can get wet / muddy. We will assess weather conditions daily, however, please note we will go outside in all weather conditions even if it is for a short period of time.

## 10. Termination

- 10.1. You may terminate your child's place at the nursery for any reason by giving us at least 4 week's written notice. Fees remain payable during the notice period, including supplementary charges for grant funded places.
- 10.2. If you withdraw your child during the notice period or fail to give the required notice, fees remain payable in lieu of notice.
- 10.3. We may immediately terminate your child's place at The Nursery, and not refund you the balance of any fees paid, if one of the following conditions is met;
  - Failure to pay our fees within 30 days from the invoice date in accordance with condition 3.6.
  - You display inappropriate, abusive, or threatening behaviour towards our staff.
  - Your child displays inappropriate or disruptive behaviour which endangers the safety or well-being of the other children.
  - You are persistently late in collecting your child by the official collection time in condition 2.4.
- 10.4. We may close the nursery for any reason (other than in accordance with condition 10.5) or otherwise terminate this agreement by giving you at least 4 weeks' written notice.
- 10.5. This agreement will be immediately terminated in any event of insolvency.