



## Parental Agreement

for

### The Haig, Noah's Ark and Tree Tots

#### PART A

This agreement is between: **The Haig Day Nursery** which is part of the TNB Garrison Early Years and Play charity (No. 1079392).

**[Insert parent name and address]**

The terms and conditions in Part B apply to this contract. Please read them carefully.

Child or Children					
Hours of attendance (Add timings)	Mon	Tues	Wed	Thurs	Fri
Fees	<p>Payable in advance by the 15<sup>th</sup> of the month. Payment after this date will be subject to a late payment charge of £25 unless agreed in advance with the setting manager. Failure to pay will also result in early education being withdrawn until the invoice is paid following the 'no pay, no stay' policy.</p> <p>There is a consumable contribution, (please see point nine for information).</p>				
Charges for late collection of the child	£10 per 10 minutes.				
Admin Fee	<p>You are required to give 4 weeks' paid notice in writing to make any changes in hours. A £2 admin fee may apply to do this. Email notification is acceptable.</p>				

Government funding entitlement	The government funding entitlement does not cover the full academic year in term time settings. There can be a period of up to 5 days where parents will need to pay full fees in order for their child to attend the setting. The setting manager will inform you when this occurs and how many days it is for. If you do not want to pay the full fees, you will be required to keep your child at home for this period.
Notice required to terminate this contract	4 weeks' paid notice is required. This is regardless of it being you or us who wishes the child to stop attending. Holidays do not form part of the notice period.
Do you consent to our calling an ambulance in the event of an emergency?	Yes/No

Signed ..... on behalf of **[insert setting name]**

Position in setting: .....

Signed - (parent/carer to sign)

Parent 1/Carer 1: ..... Parent 2/Carer 2: .....

Date: .....

**Agreement for payment of fees**

Child's name.....

Parent/Carer's name.....

Person responsible for payment of fees

Name.....

Address.....

.....

Postcode .....

**Telephone:**

Home.....

Work .....

Mobile .....

Email address.....

I hereby agree to pay the fees for the above child by the 15<sup>th</sup> of every month.

Preferred payment method:

BACS	Childcare vouchers/ Tax Free Childcare
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## **PART B – TERMS AND CONDITIONS**

### **1. Definitions**

The definitions below apply in these terms and conditions.

<b>“We” or “the setting “</b>	TNB Garrison Early Years and Play setting
<b>“Child”</b>	child or children who are named in Part A
<b>“You”</b>	the person, who purchases early education from us
<b>“Education”</b>	days/hours of early education at the setting as annotated in Part A (*excluding bank and public holidays)

### **2. Formation of the Contract**

A contract for early education will be formed between you and the setting once you have fully completed and signed the registration form and a deposit of £ [insert amount] has been received. Your child’s place will then be confirmed via email. (Once a deposit has been received, it is non-refundable should your child fail to start at the setting for any reason.) £25 of the deposit is for administrative costs, the remainder will be refunded from your last invoice.

These terms and conditions govern the contract between you and the setting for the provision of early education. Any changes/updates to the contract will be informed to you via email/EY Log by the setting with the date it becomes binding. This will supersede your previous signed contract; a further signature will not be required due to our carbon footprint, but if you have any queries speak to the setting manager. The updated version will be available on the setting’s page on our website.

### **3. Duration of the contract**

The contract shall last until it is terminated by either you or the setting. Either party must give at least 4 weeks paid notice, in writing - holiday periods do not count as part of the notice period. However, the contract can, in some circumstances, be terminated immediately under clause 18.

You are liable for the fees during the notice period. If you fail to give proper notice, you will lose your deposit. If your child moves to another TNB setting, all outstanding fees must be paid prior to starting at the new nursery. Failure to do this will delay your child starting at the new setting and may result in their place being lost.

### **4. Suspension of early education**

Early education may be suspended (meaning the child is temporarily not able to attend the setting) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 20.

## **5. Our obligations**

We will use all reasonable efforts to provide early education to you, in accordance with, and in all material respects of these terms and conditions.

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 for adequately.

If you do not declare on application, medical, educational or behavioural needs of your child, their care will be affected, and the setting may not be able to ensure a safe place for your child. This is likely to result in the need to significantly reduce the hours your child attends until appropriate support or funding can be put in place.

If we determine, (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 and you will not be charged fees in lieu of notice.

## **6. Your obligations**

You shall:

Co-operate with the setting and work with the setting and any outside agencies to support the development and early years education of your child.

Provide the setting with information that is reasonably required about the child:

- Any known medical condition, allergy, or diagnosed dietary requirement.
- Any prescribed medication.
- Vaccinations which the child would have ordinarily had by their age, and details of any vaccinations that the child hasn't had.
- Any family circumstances which may have involved court orders/Social Services intervention in connection with the child including historical connections.
- Any concerns about the child's safety.

It is a parents' responsibility to make the setting aware of any medical/cultural/religious reasons that may affect their child, in case any decision has to be made on your behalf.

Provide 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) are kept up-to date, by promptly informing the setting by email whenever they change. A password will be required by any person picking up your child if they are not the child's parents or main carers.

As regards to arrival and departure of a child, please refer to the setting's Arrivals and Departures Policy. Please ask for a copy if required.

If our performance and our obligations under this contract are prevented or delayed by anything you do (or fail to do), we shall not be liable.

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.

You shall be respectful to all staff, children and visitors associated with the setting and charity as a whole. Disrespectful, intimidating behaviour will not be tolerated by the charity. Please familiarise yourself with the Parent Conduct policy.

## **7. Charges and payments**

You shall pay the charges as set out in Part A for fees, including those of late collection.

- Where the child is unable to attend but our service remains available, full fees will still be payable.
- We will not charge for bank holidays and/or staff training days.
- VAT is not charged on childcare fees (childcare provision is an exempt supply for VAT purposes).
- The fees must be paid monthly in advance, by the **15<sup>th</sup> of every month. A £25 late charge will be applied after this date.**
- All payments must normally be made by BACS, childcare vouchers or debit card. It is your responsibility to obtain a receipt from the setting manager as proof of payment.
- No payment shall be deemed to have been made until it has been cleared in our bank account.
- We may increase the fees at our discretion. All reasonable measures will be taken to notify you of any increase in writing at least 4 weeks prior to any increase.

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

Charge £25 for any late payment which has not been agreed without prior consultation. This will include the suspension of the child and may result in the permanent termination of the contract until payment has been made in full. Any funded hours will not be affected but additional, paid for hours will be suspended.

If you are in debt to the setting, your deposit will be used to cover outstanding fees where possible. If payment is not received within one month, then a debtor's agency will be instructed to collect any outstanding monies owed. This is a last resort and where possible, payment plans can be agreed at the discretion of the manager. (Please be aware, should a debtor's agency be appointed, this will incur additional charges which you will be liable for.)

## **8. Changing sessions**

You are required to give 4 weeks' paid notice in writing to make any changes in hours. A £2 admin fee may apply to do this. Email notification is acceptable.

## **9. Early education**

If you wish to take up your early years' entitlement funding, you are required to complete and sign a Parental Declaration form on a termly basis. If you are eligible for 15/30 hours funding, you will need to supply the setting with the 15/30 hours code. Failure to do so will result in full fees being charged for the period until the code is valid. It is your responsibility to keep the 15/30 hours code valid, failure to do so will result in full fees being charged.

A consumable contribution is required for children who are in receipt of any early years' entitlement funding. This is a contribution towards the costs of our healthy, home cooked food and the additional range of activities that we provide over and above the expected early years curriculum. If you elect to not pay the contribution, please notify the setting manager how you will either pay for these items separately or provide your own. We appreciate, on occasion, families can experience financial hardship and support in the form of a deduction may be available in specific circumstances. In this event, please speak with the manager.

Due to the risks of cross contamination, allergies and storing food safely, food brought in from home is not permitted. Our cooks work closely with our children and families to support children with diagnosed dietary requirements and prepare five healthy and nutritious meals (breakfast, snack, cooked lunch, snack, cooked tea). Any parents electing not to pay the consumable contribution would need to collect their child over the lunch/teatime period.

## **10. Welfare of the child**

We will do all that is reasonable to safeguard and promote a child's welfare.

We will respect the child's human rights and freedoms. However, this must be balanced with the lawful needs and rules of the setting and rights and freedoms of others.

In agreeing these terms and conditions, you consent to physical contact that is; lawful and appropriate, proper for teaching and instruction and which provides comfort to a child in distress.

We appreciate children can express challenging behaviour as part of their development. On such occasions, we will always work with families to support the developmental needs of the children whilst balancing the needs and safety of the other children and the staff. This may include seeking support from outside professionals, following appropriate guidance, making modifications to support the child or changing or reducing hours at the nursery. Any modifications made will always be in consultation with the family and will be reviewed regularly to support the child's progress and development.

If your child is not yet potty trained, you must provide nappies and wipes, along with a spare change of clothing which is clearly named. Failure to provide wipes and nappies may result in an additional charge.

Where required, you will provide sealed formula or breast milk for your bottle-fed baby and or weaning foods, which are to be clearly labelled.

Ensure you provide sun hats/sun cream with your child's name clearly marked on both items.

Ensure your child brings/wears appropriate clothing for the predicted weather.

The setting 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**

If a child becomes ill during the early education session, the setting will contact you, or the emergency contact indicated on the registration form.

You must inform the setting 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 of your objections to such procedures.

If a child is suffering from a communicable illness, he/she should not be brought to the setting until such time as the infection has cleared. A full copy of our Infection Control Policy is available from the setting manager. Please refer to the illness/communicable disease list supplied in your information pack on minimum periods of exclusion from the setting.

You must notify the setting manager if your child is absent from the setting through sickness.

If your child has been sent home from the setting because of ill health, he/she will not be re-admitted for at least 48 hours. If the child is prescribed a type of antibiotic, he/she will not be allowed to return to the setting for 48 hours in case there are any adverse reactions. If the illness is a communicable illness, the child will be unable to attend the setting until such time as the infection has cleared.

If your child requires Calpol/Nurofen or any other similar medication, prior to coming into nursery, then they are deemed not well enough to attend and must therefore stay away from the setting that day.



## **12. Food/dietary requirements**

We will work with you to provide suitable food for your child where appropriate, for example, if they have a special dietary requirement. For any allergies, a doctor or dietician letter would be required. Where a dietary requirement is a parental choice, such as providing oat milk, this may incur an additional charge by the setting to provide this.

All reasonable care will be taken to ensure that a child does not encounter certain foods.

Menus will be displayed for inspection, parents and children will be able to review these and make comments.

## **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**

Information may be passed onto external agencies where required and if relevant to the child's welfare.

We shall not be liable to any loss or damage to any toys, equipment, bags, clothing etc. that are brought into the setting.

## **15. Security**

Parents are welcome to visit the setting, 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. Authorised persons will need to give a password upon collection.

## **16. Data protection**

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.

We may take photographs and/or videos of your child for promotional, training purposes and to assess their development. 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 setting manager.

Any personal data related to you or your child will be dealt with in accordance with current GDPR legislation.

### **17. Complaints and concerns**

Please address any complaint or concern to the setting manager, in the first instance, and if the matter is not resolved within a reasonable period, please refer the issue to the executive coordinator. Please refer to our Complaints Policy for further information.

### **18. Termination for breach of contract, or bankruptcy/insolvency.**

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 4 weeks paid 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 10 days or more.

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.

### **19. On termination of the contract for any reason:**

You shall immediately pay any outstanding unpaid invoices, 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

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

### **20. Events that are beyond our control**

If any event beyond our reasonable control (e.g. a fire, extreme heat, any adverse weather snow, flooding, storms etc., epidemic or pandemic outbreak, strike, civil action, act of terrorism, war, staff absence/crisis etc.) occurs, we may close the setting, fees will still be payable up to a maximum of 3 days.

After the 3 day period, if the setting is forced into a full closure for reasons beyond the setting'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 setting even though our business interruption insurance will not cover us for the closure. In these circumstances, a retainer may be charged at the discretion of the management team which will be a percentage of your regular monthly fee to enable the setting to cover unavoidable ongoing direct costs during this time. Examples of reasons for closures could be a flu outbreak, covid, any epidemic or pandemic, communicable illnesses etc., adverse weather as directed by the local authority or if the owner of the premises closes the premises and denies us access. (This list is by no means exhaustive.)

If a pandemic occurred again, separate literature would be sent out detailing TNB's response.

## **21. 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.

## **22. 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.

In some circumstances the opening and closing times of a setting may be altered due to an identified need and viability. Such changes will be shared in advance where possible.

We will review this contract as required. You will be informed of these changes by email/EY Log by the setting with the date it becomes binding. This will supersede your previous signed contract and a further signature will not be required due to our carbon footprint. If you have any queries, please speak to the setting manager. The updated version will be available on the setting's page on our website. Please note, any changes to payment terms will continue to be submitted in writing with at least 4 weeks' notice as per the welcome pack/information given to you on application.

## **23. No other terms**

Each party acknowledges that, in entering the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

## **24. 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.

## **25. Rights of third parties**

A person who is not party to the contract shall not have any rights under or connection with it.

## **26. 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.