

Parent Contract



INTRODUCTION

We believe that there needs to be a formal agreement between the Nursery and Parents. The contract will outline the obligations and commitment, of both the Nursery and the Parent(s).

This is a contract between the Owners and Management of Little Peanuts (referred to as 'the nursery') and the Parent(s) or legal Guardian (referred to as 'the Parent') of a child (or children) that is enrolled at the nursery.

THE NURSERY

- Is owned by Garry Stasiulevicus
- Will be known as 'Little Peanuts Nursery Group' and will operate from Millfield Industrial Estate, Wheldrake, YO19 6NA
- Is registered with Ofsted as a day care Nursery and operates within their regulations, guidelines and rules. Their Inspectors regularly visit the nursery to ensure the appropriate standards of care & education are being provided.

OUR OBLIGATION

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 provided for you (for example our policy documents).

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.

YOUR OBLIGATION

- Provide to us such information as we may reasonably require about your child (e.g. any known medical condition, health problem, allergy, or diagnosed dietary requirement; any prescribed medication; any family circumstances or court orders affecting your child; any concerns about

your child's safety; your contact details, and those of your authorised persons who may collect your child.

- 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.

THE CONTRACT

- The minimum contract period is for 3 months.
- Notice Period: Due to the long-term commitment we make when reserving a child's place, we must ask you to make a similar commitment to us. We therefore require a minimum of one calendar months' written notice, commencing from the first day of the month, to reduce or cancel your child's normal booking.
- Increasing your booking is subject to availability.
- Early years government funded places are available, subject to agreement and availability of places.

HOURS OF OPERATION

Monday to Friday 08:00 to 18:00. Unless the early session (07:30 to 08:00) or late session (18:00 to 18:30) has been booked and paid for. Late collection is charged at £15 per 15 minutes after the agreed collection time. We will be closed on all statutory holidays; we also close between Christmas and New Year.

MONTHLY FEES

Monthly fees are at the prevailing fee schedule. The nursery reserves the right to increase said fees at any time giving one calendar month's notice of the proposed increase to parents / guardians.

Monthly fees include all sick days and holidays taken as these are paid days. **Fees are based on booked days not attendance.** This includes instances of the nursery having to close due to a 'force majeure'. If it is, in our reasonable opinion, necessary or in the interests of the children to do so, we may close the nursery. 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, Covid-19, or other illnesses etc. Should the closure last longer than one week then a reduced charging structure will be considered and implemented based on a review of the circumstances.

Refunds and credits will not be given for days where your child does not attend due to any circumstances. We do not allow swapping of days unless it is permanent and there is availability, we will try to accommodate swapping of days in cases of emergency or under special circumstances.

GOVERNMENT FUNDING

Parents who qualify for funding will have this amount deducted from the invoice. All tax efficient funding from your company will not be deducted from the invoice; it is up to the parent/carer to deduct this. Any fees not covered by a subsidy are the parents' responsibility and are payable before the first of each month in advance. All subsidised payments must also be paid before the first of each month in advance.

PAYMENT POLICY

Parents agree that all monthly fees (full time and part time attendance) will be paid by direct debit by the end of the preceding month in advance. Additional sessions will be invoiced at the end of each month and will be due for payment immediately.

Unpaid fees are subject to a £25 late payment fee per week they remain unpaid and there is a £15 fee for bounced or cancelled direct debits. Unpaid fees may result in immediate suspension or termination of care unless reasonable arrangements are made and accepted by both parties. Extra hours are billed at the session rate.

Full time and part time fees are based on booked days, not attendance, therefore parents are responsible for fees whether child attends or not. (This includes sick days, holidays booked and force majeure.) Full time fees will take account of bank holidays, part time places will not be charged for the week between Christmas and New Year but will not have bank holidays deducted. In this instance, swapping days may be possible, but entirely dependent on availability.

Bank details are as follows:

Beneficiary: Little Peanuts Day Nursery

Sort Code: 04-00-75

Account Number: 41971477

Please always use your child's name or invoice number as a reference.

CHILDREN'S WELFARE

We will do all that is reasonable to safeguard and promote children's welfare and to provide care to

at least the standard required by law and often to a much higher standard. We will respect children'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.

By signing this contract you give 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 a child's health and welfare.

Parents of children who are not potty trained must provide their own nappies, be they washable or disposable. Parents 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. 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.

ILLNESS POLICY

Please advise the nursery prior to 8:30 am if a child will not be attending due to illness. Parents agree that a child who is ill (e.g. fever, infection, diarrhoea, communicable disease, or any other type of illness that may be passed on to others, with the exception of the common cold) will be kept at home to protect the well-being of the staff and other children in our care. The parents further agree should a child become ill while in our care that immediate arrangement will be made to remove the child from the nursery. Children will not be allowed to return to nursery until they have been symptom free for at least 24 hours for a fever and 48 hours for sickness or diarrhoea. In some cases, a note from a doctor may be necessary.

By signing this contract, you are agreeing to staff seeking any necessary emergency medical advice or treatment during their time at Little Peanuts. Should we be unable to contact a parent in an emergency situation 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)).

Please refer to our sickness and illness policy for more information about this topic.

LATE ARRIVAL / PICKUP POLICY

Please advise the nursery immediately if you will be arriving later than the pre-arranged time to pickup your child. It is the parents' responsibility to ensure that children are picked up no later than the end of their session.

If you are not able to pick up your child by 18:00 (or 18:30 if the late session has been booked and

paid for) alternate arrangements must be made. Please notify the nursery if an unauthorised person will be picking up your child. Verbal or written permission must be received before we will release a child to anyone who is not authorised on the registration form. They must bring photographic I.D. and a password will be used.

Late collection fees may be waived at the nursery's discretion, providing you let us know you'll be late. We don't believe in penalising parents for traffic and would rather rely on your goodwill to pick up on time.

TERMINATION

Little Peanuts Day Nursery reserves the right to suspend or terminate care of any child without notice, should it be deemed necessary for the overall safety and well-being of staff and/or other children in our care.

WITHDRAWAL

Notice Period: Due to the long-term commitment we make when reserving a child's place, we must ask you to make a similar commitment to us. We therefore, require a minimum of one calendar month's written notice, commencing from the first day of the month, to reduce or cancel your child's normal booking. For funded places, notice is four weeks in advance of the start of a new school term.

HEALTH & SAFETY

The nursery manager is the designated Health & Safety Officer. Any health & safety queries please arrange to meet with the nursery manager. We would ask all parents to make sure doors are closed when entering or leaving the building and that they are mindful of little fingers. It is also important that you do not admit anyone else upon entering or leaving the nursery. If the nursery has to close due to any health & safety or illness reasons, including bad weather, fees will still be due to be paid during the period closed.

REGISTRATION

A non-refundable registration fee of £40.00 (per child) is required upon completion of registration and a deposit equivalent to the first month's fees is essential to secure your child's placement in care. The registration fee is non-refundable. Spaces will not be held unless the registration fee and deposit are paid in full.

POTTY TRAINING

We will work in conjunction with parents during potty training. If you have a method that has been

working for you, please let us know and we will adopt it for your child. Should you discontinue potty training at home, please let us know. If a child shows no interest in potty training, we will discuss this with you and probably choose to discontinue and try again at a later date.

BEHAVIOUR MANAGEMENT

If a child's behaviour is seen to endanger others and all routes according to our behaviour policy have been adhered to, Little Peanuts will take advice from the local authority and arrange a meeting with the parents to discuss the options available. If a parent does not support the nursery in gaining help and advice from outside agencies, then the nursery reserves the right to terminate the parent's contract and will no longer provide care for that child.

WHAT TO WEAR

In order to feel free to explore and experiment with all kinds of materials, including messy ones, it is advisable to send children dressed in clothes that are easily washable and preferably not new. It is good for children to practise the skills, which will make them independent. Simple clothing which they can handle themselves will enable them to go to the toilet unaided and to put on and take off their outdoor clothes without being too dependent on other people for help. The nursery also requests that each child is provided with a pair of Wellington boots, waterproof coat and trousers, suncream and a seasonally appropriate hat, all of which is clearly labelled, to be kept at the nursery.

MOVING ROOMS

We move children in consultation with parents and guardians when they reach the age or development stage of the next room. We offer the children settling in visits with their new key person before they start their new room.

DATA PROTECTION

I understand that my child's records will be held on a computerised database and that this is protected by the Data Protection Act 1984 & 1998 and that they will be used for no other purpose than company business. I understand that if I require a copy of this personal information, I must make a request in writing. I agree to be contacted via email for the purposes of nursery business.

SAFEGUARDING

I understand that the Safeguarding Vulnerable Groups Act 2006 places a duty on the staff to follow specific child protection procedures should any concerns be made and that there is a Safeguarding Children Policy available for me to view at any time.

NON - SOLICITATION OF STAFF

The parent/guardian of the child who is subject to this Registration Form, hereby agrees that during the term of this agreement and for the period of six months after its termination (howsoever terminated) that (s)he will not seek to employ, entice away or attempt to entice away from the employment of Little Peanuts Day Nursery ('the Company') any person or persons employed by the Company at the date of termination of this agreement or any person or persons who were employed by the Company in the six months preceding the date of termination of the agreement.

If the parent/guardian shall breach clause (a) then (s)he shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost of replacing the relevant member of staff to include, but not limited to agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the Company in replacing the member of staff together with all legal fees and disbursements.

EXCLUSION

If in the reasonable opinion of the setting manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or well-being of the child or other children in the setting or the setting practitioners or other staff so employed, then the setting may serve notice to the parent/guardians or a request for the child to be immediately removed from the setting and the provision of one month's notice shall not apply.

LIMITATION OF LIABILITY

This sets out our 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). All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract. Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.

We shall not be liable for:

- Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery
- Loss of any profits, or consequential loss; or any other indirect loss; and
- Subject always to the above statements, 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.

ACCEPTANCES

- The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect.
- We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.
- 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.
- 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.
- A person who is not a party to the contract shall not have any rights under or connection with it.
- 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 parent/guardian has read and understands the Terms and Conditions contained and undertakes to be bound by the same. This agreement must be signed by all persons with Parental Responsibility and/or those who are accepting responsibility for paying fees. Your childcare may only commence once payment of the first invoice, or a minimum of one month's fees has been made.

I have read and understood the Parental Agreement and I agree to be bound by it and any other relevant booking terms and conditions that are issued from time to time.

SIGNED:

PRINT NAME:

DATE: (Parent/Guardian)

SIGNED:.....

PRINT NAME:

DATE: (Parent/Legal Guardian)

SIGNED: *G P Stasiulevicius*

PRINT NAME: G P Stasiulevicius DATE:

(On behalf of Little Peanuts) Term and Conditions are subject to change without prior notice.