

Parent Contract and Terms and Conditions

PART A

This contract is between:

Coin Street Nursery (managed by Coin Street Centre Trust – company limited by guarantee) the principal address of which is Coin Street Nursery, Coin Street Neighbourhood Centre, 108 Stamford Street, South Bank, London, SE1 9NH and

<p>Parent / Carer 1 details:</p>	<p>Name:</p> <p>Address:</p>
<p>Parent / Carer 2 details</p>	<p>Name:</p> <p>Address:</p>

The Terms and Conditions in Part B apply to this contract in regard to the child named below. Please read them carefully.

<p>Name of Child:</p> <p>Date of Birth:</p>	
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AGREEMENT:

By signing below, you agree to, have read and understood the terms and conditions stated in Part B.

In addition, you further understand that the information recorded on this form will be stored electronically by the Coin Street Nursery and, where in receipt of any 2- or 3-year-old funding, the London Borough of Lambeth Children's Services as part of the termly census carried out.

Signed for and on behalf of Coin Street Nursery	Staff Name: Staff Position: Signature Date:
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(A minimum of 1 person / organisation must confirm responsibility for payment.)

Signed by Parent / Carer 1	Parent / Carer Name: Responsible for, and Agreement to pay fees: YES / NO Signature Date:
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Signed by Parent / Carer 2	Parent / Carer Name: Responsible for, and Agreement to pay fees: YES / NO Signature Date:
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Third Party Fee Payment	Company / Organisation assuming responsibility for payment of fees: Name Representative Company / Organisation: Signature Representative Company / Organisation: Date
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PART B – TERMS AND CONDITIONS

The terms stated below govern the basis on which we provide services to you. In accepting a place at our nursery, you are agreeing to these terms and conditions – failure to do so may result in the loss of your child's place at our setting. Should you require any clarification of any of the information contained in the terms and conditions then please speak to a member of the administration or operations team.

1. Definitions

1.1 The definitions below apply in these terms and conditions.

- “Child”** the child or children who are named in Part A;
- “You”** the person, firm or company who purchases Services from us;
- “Services”** the services of a day care nursery, together with any other services which we provide, or agree to provide, to you;
- “Us” / “We”** the nursery named in Part A.

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 New Starter Pack, Registration Form and paid a deposit equivalent to 1 months fees [based on the cost of the place booked at the time of registering], and we have confirmed to you [in writing] that your application for a place has been successful.
- 2.2 If you are attending on fully funded booking, no deposit is required, however you must complete the Lambeth Parent Declaration Form annually to enable us to claim the funding. If you fail to complete these forms within the appropriate timescale you will be liable for the full fees, or your place will be revoked.
- 2.3 If you are attending on a partially funded booking, a deposit is required, and you must complete the Lambeth Parent Declaration Form annually to enable us to claim the funding. If you fail to complete these forms within the appropriate timescale you will be liable for the full fees, or your place will be revoked.
- 2.4 If you wish to change your start date, we require one month's written notice and will be subject to availability. If the request to change your start date is without one months written notice, payment of first months fees will remain payable at our discretion.
- 2.5 First months fees' are required to be paid in advance of start date. Non-payment will result in delay to your start date.
- 2.6 Deposit is non-refundable prior to beginning nursery place. If you revoked your place prior to starting nursery your deposit will be retained in full.
- 2.7 Your deposit will be held for the duration of your child's time at Coin Street nursery.

- 2.8 If a third party are assuming responsibility for fee payment, the company must complete the details and an authorised representative sign the contract.
- 2.9 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:
 - 2.9.1.1 A handbook issued to you by us,
 - 2.9.1.2 A policy issued to you by us,
 - 2.9.1.3 A letter that is signed by both you and us.
- 2.10 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 two [full calendar] months' notice. However, the contract can, in some circumstances be terminated immediately under **clause 21**.
- 3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit.

4. Suspension of the Services

- 4.1 The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out below or in our Critical Incident Policy or in the circumstances **21**.
- 4.2 You have failed to pay fees and agree a repayment plan.
- 4.3 Your child's behaviour at nursery is deemed to be unacceptable or endangers the safety of other children or staff in the nursery.
- 4.4 Eligibility for free entitlement has not been confirmed/provided.
- 4.5 A parent/carers behaviour has been deemed insulting, abusive or threatening to members of staff, children or other parents/carers
- 4.6 We will always seek to resolve such issues with you, however if no resolution has been made after 1 month from date of suspension, either party will be able to terminate the place by written notice.

5. Our Obligations

- 5.1 We will use all reasonable efforts to provide the Services to you, in accordance to all material respects with these terms and conditions and any other documents referred to in **2.1** 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 e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication; (only medication shared through the completion of a medication consent form will be able to be given to a Child). Prescribed medicine must be supplied in its original container with the original prescription sticker / information present.

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.

6.3 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.

6.4 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.

6.5 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 in full for the place you have booked.

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, nursery closure days (may occur over Christmas break) and/or staff training days.

7.4 The charges for your requested place include Breakfast (not applicable on a 9 – 4.30 place), Lunch, Tea.

7.5 Extra days will be charged for (at the published rate) and must be booked and paid for at least 24 hours in advance.

7.6 The charges must be paid monthly in advance, by the **last day of the month**. If payment is made after this date payment will be considered late (see section 8 regarding arrears and late payment).

7.7 Free entitlement for 15 and 30 hours, claimed from the London Borough of Lambeth via census, is paid only during term time (38 weeks) and subject to return of completed Parent Declaration Form as requested by us – see section 2.2 and 2.3 relating to funding claim agreement.

- 7.7.1 These payments are spread out over the year and deducted from the monthly amount payable by parents / carers as advertised in annual rate card.
- 7.8 Monthly fees will be charged based on the age of the child, not the room in which the child attends – i.e., if your child has turned 2 years old but is still attending in the Explorers Room (3 months – 2 years) awaiting transition to Investigators (2-3 years), you will be charged at the rate for Investigators.
- 7.9 All payments must normally be made by direct debit or childcare vouchers. No payment shall be deemed to have been made until it is cleared into our bank account.
- 7.10 We do not offer refunds for non-attendance in the case of sickness, absences or holidays, nor due to nursery closures.
- 7.11 Fees are reviewed annually and may be subject to change for the start of each financial year. Coin Street nursery will inform you of any fee increase 2 months prior to implementation

8. Arrears

- 8.1 It is important that you contact us as soon as possible if you experience difficulty in paying your invoice on time.
- 8.2 Without restricting any other legal right that we may have, if you fail to contact us or fail to make payment on time as specified in section 7.6 we will:
 - 8.2.1 Contact you to inform you of late payment/arrear. If no response to first contact, second contact will be made. If no response to second contact, a third and final contact will be made for settlement of account.
 - 8.2.2 If after 3 attempts at contact no payment has been made, repayment plan agreed, or attempt on your part to resolve the arrear on your account, Coin Street nursery will suspend your nursery place with immediate effect.
 - 8.2.3 Your place will remain suspended until payment, or a repayment plan, is agreed. If fees remain unpaid, Coin Street nursery reserve the right to terminate your contract and retain in full the deposit paid at time of registration as well as to seek legal means to reclaim fees due.
- 8.3 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.
- 8.4 We retain the right to charge interest at the rate of 5% of original debt per day for each day payment remains overdue without prior notice.

9. Deposit Return

- 9.1 Deposits will be returned in full when a leaving date providing two month's written notice has been received from you, has been agreed with the nursery admin team and all fees are cleared. We will agree to use your deposit to offset final fees.
- 9.2 The deposit will be retained in full if any outstanding fees remain.
- 9.3 See section 2.6 regarding deposit return prior to starting.
- 9.4 If you revoke or cancel your placement without two months written notice, deposit will be retained.
- 9.5 If your place is terminated due to terms in section 4 or section 21, unless otherwise specified, deposit will retained at our discretion.

10. Bookings

- 10.1 You are required to give us one month's written notice of a reduction in the number of sessions you require.
- 10.2 To make a change to your regular pattern of attendance please speak to the nursery administrator who will try to accommodate the change where possible.
- 10.3 If you would like to increase your booked days, please speak to the nursery administrator who will try to accommodate your request as soon as space is available.
- 10.4 Extra days (ad hoc) can be requested at additional cost if space is available. Ad hoc days will be charged according to the room your child will be attending and not based on age of child. Please see nursery rate card for cost of ad hoc days. Payment is required prior to attending any ad hoc days booked.

11. Free nursery education

- 11.1 If you wish to take up your free nursery education, you are required to complete and sign a Parental Declaration on a [three-monthly] OR [termly] basis, detailing how and when you will take up the free sessions. Refer to clause 2.2.
- 11.2 Where only the term time only free nursery education is taken up, no additional charges will be made cover the cost of any food, trips or resources provided as part of these sessions.

12. Absence

- 12.1 If your child is going to be absent from Coin Street nursery for either holiday, sickness or other reason, please contact the nursery by email or telephone in advance or on the day to confirm.
- 12.2 Payment breaks for short or extended holidays are not permitted.
- 12.3 We cannot offer nor agree to reschedule days missed due to absence, sickness, bank holidays, inset days or any unforeseen closure or unplanned absence. See section 15 for further information relating to absences for medical reasons.
- 12.4 Fees will remain payable in cases of sickness or absence as per Section 7.2.

13. Collection and Lateness

- 13.1 Coin Street reserves the right to refuse the collection of a child by any adult who we believe to be intoxicated or unfit to care for a child.
- 13.2 No child will be allowed to be collected by anyone under 16 years.
- 13.3 You must inform us of any additional person individual you want to authorise to collect your child/children from nursery and provide the name and description of the person. In order for the staff to release the Child into their care they will need to provide your collection password.
- 13.4 Any new person who will be regularly collecting your child should be added to your registration form and introduced to the Room Lead and nursery team.
- 13.5 drop off before 10am, please contact the nursery to inform of late drop-off.
- 13.6 All children should be collected by 5.50pm to allow for handover information to be shared. Any child collected after 6pm will be considered a late pick-up.
- 13.7 Late charges will be applied each time a Child is collected late at a cost of £10 per 10 minutes inclusive of each 10-minute slot entered e.g. 12 minutes will be charged at £20. Late fees will be charge to your account and will be payable within 14 days of charge.

13.8 If you have not contacted the nursery to inform us that you will be arriving late or we are unable to contact a parent/carer by 15 minutes after your collection time, we will follow our non-collection policy by contacting the emergency contacts provided by parent/carer. Please be aware, if we remain unable to contact anyone authorised to collect your child, we have a duty of care to contact Local Authority Children's Services for advice.

13.9 Consistent lateness may result in withdrawal of your child's place at the nursery.

14. Welfare of the Child

14.1 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.

14.2 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.

14.3 Physical contact will be in line with good practice and 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.

14.4 Parents of Children who are not potty trained must provide disposable nappies and wet wipes. We will inform you when your Child's supply is running out so that you can replenish the supply.

14.5 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.

14.6 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.

14.7 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.

14.8 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.

15. Health and medical matters

15.1 If the Child becomes ill during the nursery session, the nursery 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).

15.2 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 administrator. Please refer to the

illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.

- 15.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.
- 15.4 If the Child has been sent home or is absent from the nursery because of ill health and their symptoms include vomiting or diarrhoea, a period of 48 hours will be required before they are able to return to nursery. Please contact the nursery office on 020 7021 1670 for specific advice if your child is unwell. Please note we do not offer refunds for non-attendance
- 15.5 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 the Child will be unable to attend the nursery until such time as the infection has cleared.
- 15.6 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.
- 15.7 Please also see clause 6.1.2 on matters we need to be informed about.

16. Food/dietary requirements

- 16.1 We will work with you to provide suitable food for your Child, providing allergen free dishes 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.
- 16.2 Menus will be displayed for inspection and parents and children will be able to feed into the review of these.

17. Reporting of Neglect or Abuse

- 17.1 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.

18. Limitation of liability

- 18.1 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).
- 18.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 18.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 18.4 We shall not be liable for:
- 18.5 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
- 18.6 Loss of any profits, or consequential loss; or any other indirect loss.
- 18.7 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.

19. Data protection

- 19.1 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.
- 19.2 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, or by writing to the nursery.
- 19.3 Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, which can be found on our website and stored in accordance with the Data Protection Act 1998.

20. Complaints and concerns

- 20.1 Please address any complaint or concern to the Room Lead in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the Head of Early Years. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

21. Termination for breach of contract, or bankruptcy/insolvency

- 21.1 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:
 - 21.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [10] days or more; or
 - 21.1.2 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
 - 21.1.3 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.
- 21.2 On termination of the contract for any reason:
 - 21.2.1 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
 - 21.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

22. Events that are beyond our control

- 22.1 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.
- 22.2 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 [X%] 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, COVID-19, any epidemic or pandemic or other illnesses etc. [Also, if the owner of the premises closes the premises and denies us access.]

23. Invalid clauses

23.1 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.

24. Changes to these terms and conditions

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

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

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

25. No other terms

25.1 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.

26. Assignment

26.1 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.

27. Rights of third parties

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

28. Governing law and jurisdiction

28.1 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.