

# Bonnington House Nursery

## Parent Contract & Terms and Conditions



### PART A PARENT CONTRACT

This contract is between:

Bonnington House Nursery School Ltd, Company SC507692 (operating as Bonnington House Nursery) the principal address of which is 159/1 Newhaven Road, Edinburgh, EH6 4QA; and:

Name of parent / carer		
Address		
	Postcode	

**The Terms and Conditions in Part B apply to this contract. Please read them carefully**

Child or Children's name						
Hours of attendance (tick all applicable)		Mon	Tues	Wed	Thurs	Fri
	Morning					
	Afternoon					
Current fees *(See Fee Policy)	£ _____ (insert calculated amount)* per calendar month, payable by the 1 <sup>st</sup> day of the month to which the fees relate					
Charges for late collection	£5 per every 15 minutes beyond the end of the session time which you are late collecting the Child					
Termination notice	One month's written notice is required by either party to terminate this contract					
Do you consent an ambulance in the event of an emergency?	YesNo					

Signed ..... for and on behalf of Bonnington House Nursery

Position in nursery: .....

Signed -

Parent/Carer:.....

Date:.....

## Agreement for payment of fees

Child's name.....Parent's name.....

Person responsible for payment of fees

Name.....

Address.....

.....

.....Postcode.....

Telephone:

Day.....

Evening .....

Mobile .....

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

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

## PART B – 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 A;

“**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 A, together with any other services which we provide, or agree to provide, to you;

“**Us**” 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 provided us with a signed, fully completed, registration form (and a £50 Registration fee), 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,

2.2.2 A policy issued to you by us,

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 month's notice (i.e. notice received on the 1<sup>st</sup> of a month could end the contract on the last day of the month, but notice received on the 2<sup>nd</sup> of a month, would only be able to end the contract on the last day of the following month). 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**

- 4.1 The Services may be suspended (meaning the Child is temporarily not permitted to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

### 5 **Our Obligations**

- 5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

### 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 relating to
    - 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 which might affect the Child's welfare or happiness;
      - 6.1.2.1.5 Any concerns about the Child's safety; and
    - 6.1.2.2 Your contact details, and those of named 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 whenever they change.
- 6.3 If our fulfilment 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 A.
- 7.2 Charges are due even if the Child is absent.
- 7.3 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 7.4 The quoted charges are per Child, per full day (meaning 10 hours, with 5 hours per session) and include morning snack, lunch and afternoon tea.
- 7.5 Extra sessions will be charged 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 first day of the month.
- 7.7 All payments must normally be made by Direct Debit, standing order or childcare vouchers. We will agree to payment by 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 an administration fee (currently £20).
- 7.8 We may increase our charges once per year. We will give you written notice of any such increase one month before the proposed date of increase.
- 7.9 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
- 7.9.1 Charge you a reasonable administration fee (currently £20); and
  - 7.9.2 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
- 7.10 If payment is delayed by 60 days or more, we may also charge you our reasonable costs of seeking to recover the overdue payments. Such costs will be added to your running account and should be paid within 30 days of notification of them to you.
- 7.11 If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

## **8 Reducing sessions**

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

## **9 Preschool Funding Through Edinburgh Council**

- 9.1 If you wish to take up your eligible preschool funding through Edinburgh Council, you are required to complete and a form and supply supporting documents which must be completed and returned by noted dates. If forms are not returned by council imposed deadlines, you will not be eligible for your preschool funding for that term and can reapply for the next funding term.

## 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 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 Nappies are provided by the nursery.
- 10.5 Parents should provide sealed formula milk for bottle feeding babies. Bringing in and storing made-up formula milk might 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 wish to do so.

## 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.
- 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 illness/communicable disease 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.
- 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 depending on the illness. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 24 hours or until the first three doses have been administered.
- 11.5 As regards medication, and the administration of medication 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/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 a 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 able to contribute to the review of these.

### 13 **Reporting of neglect or abuse**

- 13.1 We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and we may do 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, and 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. Subject to this proviso,
- 14.3.1 We shall not be liable for:
- 14.3.1.1 Any loss or damage to any toys, personal equipment or bags, clothing etc. which you may bring into our nursery;
  - 14.3.1.2 Loss of any profits, or consequential loss; and
- 14.3.2 Our total liability (in contract, 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, or by writing to the Nursery Manager.
- 15.3 Your child's information will be held on online Nursery Management systems for the purposes of nursery management and planning activities. Management Staff have been given access to these details, which are password protected. The Nursery cannot be held responsible for the loss of such data which is held by a third party (currently Parenta, Maidstone, ME16 8PZ) in the event that their information is illegally accessed or business interrupted either by closure or any other reason.
- 15.4 Your Child's details will also be held on another third parties database for the use of the online Learning Journals. Nursery Staff will have the ability to log on to this database and upload comments and photos for the viewing by parents. Only the parents of the particular child will have access via a password protected account. The Nursery cannot be held responsible for the loss of such data which is held by a third party in the event that their information is illegally accessed or business interrupted either by closure or any other reason.

## 16 **Security**

- 16.1 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 informed who will be collecting your Child. No Child will be allowed to leave the building with any person whom we have not been notified is an authorised person to collect the Child on your behalf.
- 16.2 If the Nursery staff or Management Team deem that the person collecting the child, notified or not, is not in a fit state to assume the responsibility for the care of the child, the Nursery will, in the first instance, contact the parents, or other parent for guidance. If the Nursery is unable to contact the next responsible Parent/Carer the Nursery will contact the relevant authorities.

## 17 **Complaints and Concerns**

- 17.1 Please address any complaint or concern to the Nursery Manager or Deputy Manager in charge. Please also refer to our complaints and compliments policy.

## 18 **Termination for breach of contract, or bankruptcy/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 10 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, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery and we may not charge you for the fees for the time the nursery is closed (Emergency Closure Policy gives further details) We will keep you informed, in such an event.

19.2 If it is, in our reasonable opinion, necessary or in the interests of the Children 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 you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

## 20 **Invalid clauses**

20.1 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.

## 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 in these terms and conditions provided we give you at least one month's written notice of our intention to do so.

## 22 **No other terms**

22.1 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.

## 23 **Assignment**

23.1 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.

## 24 **Rights of Third Parties**

24.1 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**

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

## **Please sign and return one copy of the Parent Contract and retain one copy for reference**

<sup>25.2</sup> Receipt of form will be acknowledged within 10 working days.

If you require any assistance in completing this form or you require it in an alternative format please contact us.

**BONNINGTON HOUSE NURSERY**  
**159 NEWHAVEN ROAD**  
**EDINBURGH**  
**EH6 4QA**

Tel: 0131 555 4140