



# Parent Agreement

## Terms & Conditions.

Nursery Rhymes – Leicester Limited (NR) is a company registered in England and Wales under Company Number 06963134 which has its registered office at 13 Knighton Grange, Road, Leicester, LE2 2LF.

The following terms and conditions constitute your Parent Agreement (Agreement) with NR regarding the provision of early years care and education for your child at our Nursery. Throughout the Agreement the Nursery and/or NR may be referred to as “we” and the Parent(s)/Legal Guardian(s) may be referred to as “you”.

### 1. Reserving Your Child’s Nursery Place

To request a place for your child at the Nursery, you must complete a registration form and return it to the Nursery. The Nursery will contact you to confirm whether a place is available for your child. Once the Nursery confirms availability, you will need to pay the non-refundable administration fee of £50. To reserve your child’s place, you will also need to make a childcare reservation payment (amount tbc at sign-up) to secure your childcare space. This will be allocated to your final month’s fees, subject to you joining at the agreed date on the agreed weekly sessions and your account being fully up to date.

### 2. Your Child’s Health and Care Requirements

Prior to your child starting, you agree to provide to the Nursery in writing all relevant health and care requirements (including any allergies/intolerances or medical conditions) relating to your child. It is your responsibility to notify the Nursery of any change or additions to this information on an on-going basis.

You also agree to provide the Nursery with up-to-date contact details for you and any authorised persons. In addition, you need to provide to the Nursery a copy of any Court Order or signed custodial agreement relating to any care arrangements for your child.

### 3. Illness, Medication, Sunscreen and Activities

Children cannot attend Nursery if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free or cleared to return to Nursery by a doctor. In the event of your child being injured or becoming ill while at Nursery we may administer first aid, arrange for your child to obtain medical assistance or require an early collection. If we are unable to reach you then we will call an authorised contact as the Nursery deems appropriate.

You will need to complete the required documentation prior to the Nursery administering any medically prescribed medication to your child. In addition, the Nursery may give to your child certain types of non-medically prescribed medication, such as to reduce your child’s temperature, respond to an allergic reaction or as the Nursery deems appropriate. Your child’s attendance at Nursery whilst on medication will be at our sole discretion.

The Nursery may apply sunscreen to your child before going outside. If you wish to supply your own sunscreen, it must not contain any allergens which may cause risk to other children. You may request in writing for the Nursery not to apply sunscreen, however, your child may not go outside in sunny weather without some form of sun protection such as long sleeve clothing, sun hat etc.

It is common practice for staff members to take children on walks or other activities in the local area. You may request in writing that your child does not participate in these activities.

### 4. Opening Hours and Collection

The Nursery is open Monday to Friday 8am – 6pm each week and is closed for public holidays and may be closed on other designated days. The nursery is closed on Christmas Eve (24<sup>th</sup> December) to the 2<sup>nd</sup> of January (or the first working day after New years day) To find out the Nursery’s opening hours and closed days, check the Nursery’s notice board or ask the Nursery for the schedule.

Only you or authorised contacts who are over eighteen years old can collect your child from Nursery. If your child remains in Nursery after the specified closing time and the Nursery has not been able to reach you or an authorised contact to agree your child’s collection, we will call Social Services and/or other government bodies as the Nursery deems appropriate. If you are late collecting your child, we may charge you a late pick-up fee as further described below.

### 5. Nursery Fees

The Nursery fee rates (Fees) are dependent on your child’s booking patterns and age. We will list our Fees on the Nursery Fee Sheet. The Nursery will not refund any Fees for Nursery closures on public or other Nursery designated closure days. Fees take these closure days into account.

Fees are subject to review by NR and we may amend them by providing you with one month’s advance notice. If the Fees are due to change because of your child’s age, the new fee rate will apply from the first of the month following that change.

You agree to pay the Fees monthly in advance on the first of each month (Due Date). You may pay your child’s first month’s Fees on the Family App by debit card or direct debit. Thereafter, monthly Fees must be paid by direct debit unless the Nursery authorises an alternative payment method in advance.

We accept childcare vouchers / Tax Free Childcare (TFC) for all or part payment of the Fees. The Voucher / TFC payment must clear into our account by the Due Date. Otherwise we will automatically apply it to the next month’s Fees, and we will consider the current month’s Fees outstanding. If the Fees are paid by a third party on your behalf, e.g. through a salary sacrifice scheme, we may require you and/or the third party to enter into a supplementary agreement.

In addition to the Fees, the Nursery reserves the right to charge the following ancillary Nursery fees: late pick-up fee of £30 per half hour; a monthly administration fee of £4.95 if you do not use Direct Debit to pay for Fees; an administration fee of £20 per

failed payment; and Additional Care as defined in paragraph six. You agree to pay all such ancillary fees as applicable to you.

The Nursery also reserves the right to terminate or suspend your child's place with immediate effect, if you do not pay the fees by the Due Date or you have any outstanding Nursery fees. The Nursery shall be entitled to charge interest (8% above the Bank of England base rate) on any late Nursery fees. We may also charge for all other associated costs related to non-payment or recovery of any Nursery fees.

We will not refund any fees if your child is absent due to illness, isolation, holiday, or as required under the Nursery's policies and procedures. In addition, the Nursery will not refund any Fees or be in breach of this Parent Agreement or otherwise liable to you by reason of any delay in performance or non-performance of its obligations to you due to any event outside its reasonable control. Such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, Government or local authority action: interruption of or interference with the childcare business in consequence of access to the premises being physically hindered or prevented as a result of actions or advice of a government or local authority following an emergency which is likely to endanger human life or property caused directly or indirectly by any infectious or contagious disease or illness (whether or not present in persons at the premises) or by action taken or advice given to prevent, reduce, control or mitigate the outbreak, spread or effects of any infectious or contagious disease or illness, including leading to not enough staff being able to maintain the required staff-child ratio, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility services, (such as gas leak or power cut leading to lack of light/heat, highway and public transport delays or failures).

In the event the Nursery applies any discretionary discount to Nursery fees, this discount will be solely as a gesture of goodwill and will not constitute any variation of this Parent Agreement.

## **6. Additional Care and Change of Sessions**

Subject to availability and the Nursery's 2 days a week minimum session requirement, you may increase or decrease your child's booked sessions. To reduce the number of booked sessions, you must give us at least one calendar month's advance written notice. Any reduction in session fees will only commence from the 1st of the following month after the 30 days' notice. Should you cancel your childcare place and wish to rejoin you will be put on our waiting list, we cannot guarantee your original sessions will be available.

We are unable to accommodate swapping your child's booked sessions from one day to another. If available, you may book additional care outside of your child's normal booking pattern (Additional Care). You agree to pay any Fees for Additional Care as per the Nursery Fee Sheet. You may pay for Additional Care by credit or debit card. You must give the Nursery 48 hours' advance notice to cancel any Additional Care booked to avoid being charged.

## **7. Notice of Termination**

Each party must provide a minimum of one calendar month's written notice to terminate your child's place. The Nursery reserves the right to terminate your child's place with immediate effect and without notice if you breach this Parent Agreement, have outstanding Nursery Fees owed, or if we at our sole discretion consider termination of your child's place to be in the best interests of the Nursery and/or the welfare of your child, other children at the Nursery or staff.

## **8. Contracting with Nursery Staff**

You agree to pay a fee if a Nursery staff member leaves our employment or reduces their hours of work in order to work for you (the Recruitment Fee). The Recruitment Fee will be 20 percent of the annual gross market rate salary of an individual with equivalent qualifications and role as the former Nursery staff member. If you choose to have a Nursery staff member care for your child during their non-working hours, you must notify the Nursery in writing beforehand. We do not sanction any arrangements made between you and Nursery staff which are solely between you and the Nursery staff member. You agree to hold the Nursery and NR harmless for any liability, loss or damages you incur as a result of any such arrangements.

## **9. Privacy Notice**

NR processes personal data including but not limited to sensitive data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; employment information if relevant; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records (Personal Data).

NR processes Personal Data for the following purposes: (1) ensure a safe, healthy and successful environment for your child; (2) administer first aid/medical care when necessary; (3) comply with government regulations and Nursery policies and procedures; (4) staff training and development NR may share Personal Data under the following circumstances:

(1) if you receive government funding the Nursery will share Personal Data with the funding provider; (2) if you receive childcare as an employee or student benefit, the Nursery will share utilisation and quality of care information with your employer/education provider; (3) with any other setting your child attends or may attend; (4) third party processors that are subject to confidential non-disclosure agreements; (5) as required by Court Order, law or regulation; and (6) if the Nursery suspects child abuse and/or neglect, it will report these concerns to the relevant authorities in accordance with its policies and procedures and regulatory requirements.

## **10. General**

The Nursery is not responsible for any items left by you at the Nursery, including without limitation, push chairs, prams, car seats and clothing.

The Nursery may unilaterally change any provision of this Parent Agreement without notice to you where such change arises from regulatory or legislative requirements. For any other changes to this Parent Agreement, including but not limited to a change of booked sessions, or assignment of this Parent Agreement the Nursery will provide you with one month's advance notice.

This Parent Agreement, together with the Fee Sheet and Registration Form as amended from time to time represent the entire agreement between you and NR.

By continuing to use our services, you agree to the updated Terms and Conditions.

This Parent Agreement will be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.