**Pendoylan Childcare**

Parent Contract & Terms and Conditions

Part A: Parent Contract

This contract is between:

1. Pendoylan Church in Wales Primary School, having a place of business at Pendoylan, Cowbridge, CF71 7UJ *(hereinafter referred to as the nursery/school)*

and

1. *(complete the table below)*

|  |  |
| --- | --- |
| Name of Parent / Guardian: | …………………………………………………………………………………………………………. |
| Address: | ………………………………………………………………………………………………………….  ………………………………………………………………………………………………………….  …………………………………………………………………………………………………………. |
| Postcode: | …………………………………………………………………………………………………………. |
| Email: | …………………………………………………………………………………………………………. |

together referred to as “the Parties” and each a “Party”

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Child or Children’s name: | …………………………………………………………………………………………………………. | | | | | |
| Days of attendance for nursery provision (tick all applicable) |  | Mon | Tues | Wed | Thurs | Fri |
| Morning | N/a | N/a | N/a | N/a | N/a |
| Afternoon |  |  |  |  |  |
| Current fees: *\*(Note, pro-rata fees if whole weeks are not selected)* | Costs are worked out per annum £ 2835 annum = 5days; £2,268 annum =4 days; £1,701 = 3 days and £1,134 annum = 2 days ( inset days and Bank Holidays have been deducted). Fees are payable in 11 equal installments, paid monthly in advance no later than the 3rd of each month from September to July inclusive ***(refer to Annex 1 – Childcare Afternoon Session Fee Chart)*** | | | | | |
| Charges for late collection: | Please note the school reserves the right to levy additional charges for the late collection of the child. Charges, if levied, will be at the rate of £5:00 for every 30 minutes beyond the end of the session which you are late collecting the Child. | | | | | |
| Termination notice: | Half a term’s written notice in advance is required by either party to terminate this contract. | | | | | |
| Do you consent an ambulance in the event of an emergency? | Yes No | | | | | |

|  |  |
| --- | --- |
| Signed by:  *(For and on behalf of Pendoylan Church in Wales Primary School)* |  |
| Position in Nursery: |  |
| Signed by *(Parent/guardian to sign)*: |  |
| Dated: |  |
| Telephone: |  |
| Day: |  |
| Evening: |  |
| Mobile: |  |

**Part A Continued: Agreement for payment of fees for Childcare Services**

|  |  |  |
| --- | --- | --- |
| Child’s First name(s): …………………  …………………………………………………. | | Child’s Surname: ……………………………………………… |
| Person Responsible for payment of fees: | | Name: ……………………………………………………………… |
| Address: ……………………………………………………………………………………………………………………………..  ……………………………………………………………………..…………………………………………………...... | | |
| Telephone: |  | |
| Day: |  | |
| Evening: |  | |
| Mobile: |  | |
| I hereby agree to pay the fees for the above child on the due date | | |
| Signed: |  | |
| Date: |  | |

Part B: Terms and Conditions

1. **Definitions**
   1. The definitions below apply in these terms and conditions

**“Child”** the child or children who are named in Part A;

**“Parent /**

**Guardian”** means the person or persons signing Part A admitting the Child;

**“You”** the person, firm or company who purchases Services from us;

**“Services”** the services of a daycare nursery during the half days indicated in Part A excluding school and public holidays, school inset days (and any other day when the school may be closed due events out of the schools control e.g. adverse weather, unavailability of utility services etc. (please refer to clause 17) or any or other event when the nursery is closed), together with any other services which we may provide, or agree to provide, to you;

**“Us”** the nursery named in Part A.

* 1. A reference to **writing** or **written** includes email. All notices under this contract must be in writing and posted to the address of the relevant party named in Part A of these terms and conditions.
  2. 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.

## Formation of the contract

* 1. These terms and conditions form the contract between the parties in relation to the place to be made available to the child at the schools nursery (the “contract”) The contract comprises these terms and conditions made up of Parts A and B.
  2. A contract for the Services will be formed between the parties once you have provided us with a signed, fully completed, registration form and first months payment in advance , and we have confirmed to you (in writing) that your application for a place has been successful.
  3. These terms and conditions govern the contract between the Parties for the Services. No other terms apply unless they are in:
     1. A handbook issued to you by us,
     2. A policy issued to you by us,
     3. A letter that is signed by both you and us.
  4. This contract is the entire agreement between the parties and supersedes all previous agreements and understandings in that respect. In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

## Duration of the contract

* 1. The contract shall last for the full academic year 2018/19 *(refer to Annex 1 for full dates)* or until it is terminated by either party. In the event of termination, this must be in writing, providing at least half a term’s notice period. However, the contract can, in some circumstances be terminated immediately pursuant to clause 16.
  2. You are liable for the full fee during the notice period.

## Suspension of the Services

* 1. The Services may be suspended (meaning the Child is temporarily not permitted to attend the nursery) or in the circumstances set out in clause 17. If the Services are suspended for a period of more than one month, either party may terminate the contract by giving the other one month’s written notice.

## Our Obligations

* 1. We will use all reasonable endeavors to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in clause 2.2 above.

## Your obligations

* 1. You shall:
     1. Co-operate with us;
     2. Provide to us such information as we may reasonably require relating to:
        1. the Child, including:

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

Any prescribed medication;

Any lack of any vaccination which the Child would ordinarily have by their age;

Any family circumstances or court orders which might affect the Child’s welfare or happiness;

Any concerns about the Child’s safety; and

* + - 1. Your contact details, and those of named authorised persons who may collect the Child
  1. You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us whenever they change.
  2. If our fulfillment of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

## Charges and Payment

* 1. You shall pay the charges as set out in Part A.
  2. Charges are due even if the Child is absent.
  3. VAT is currently not charged on nursery fees (nursery provision is an exempt supply for VAT purposes). However, in the event of any future change in Her Majesty’s Revenue and Customs (HMRC) exemption rules, VAT will be levied at the forgoing rate.
  4. The quoted charges are per Child, per month.
  5. The charges must be paid termly in advance and due by no later than the 1st day of each new term to which the fees relate.
  6. All payments must normally be made by electronic transfer using the Sort Code 30-98-90 and Account Number 16037060, please provide your Childs name as the reference in the transaction to facilitate record keeping. It is your responsibility to obtain a receipt from the nursery as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account.
  7. We reserve the right to increase our charges once per year. We will give you written notice of any such increase half a term before the proposed date of increase.
  8. Without restricting any other legal right or remedy that we may have, if you fail to pay us on time, we may:
     1. Charge interest on the overdue sum from the due date for the payment at the annual rate of 7% above the base lending rate from time to time of Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement is obtained, and you shall pay the interest immediately on demand.
     2. Charge you a reasonable administration fee (currently £20); and
     3. Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
  9. 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.
  10. 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.
  11. There shall be no pro-rata reduction of fees if during the period of the contract the child is (or is to be) withdrawn from the nursery or absent from the nursery for any period due to illness or holidays or for any other reason(s).

## Reducing sessions

* 1. You are required to give us half a terms written notice of a reduction in the number of sessions you require. No credit will be raised should you decide at a later date to reduce the number of sessions you require.

## Welfare of the Child

* 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.
  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.
  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.
  4. Nappies are not provided by the nursery and we would appreciate it if every effort is made to toilet train your child prior to beginning sessions. Each child’s needs however ,will be considered on an individual basis.

## Health and medical matters

* 1. If the Child becomes ill during the nursery session, we will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details.
  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
  3. You must notify the school if the Child is absent from the nursery through sickness.
  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.
  5. As regards medication, and the administration of medication to a Child, please refer to the school’s nursery’s Medication Policy. Please ask for a copy of it if necessary.
  6. Please also see clause 6.1.2 on matters we need to be informed about.

## Reporting of neglect or abuse

* 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 so without your consent and/or without informing you.

## Limitation of Liability

* 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).
  2. All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
  3. We shall not be liable for:
     1. Any loss or damage to any toys, personal equipment or bags, clothing etc. which you may bring into our nursery;
     2. Loss of any profits, or consequential loss; and
  4. 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.

## Data Protection

* 1. You agree that details of your name, address and payment record together with personal data will be processed by us in connection with the Services.
  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 school.

## Security

* 1. 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.

## Complaints and Concerns

* 1. Please address any complaint or concern to The Headteacher, Pendoylan Church in Wales Primary School. Please also refer to our Complaints Policy.

## Termination for breach of contract, or bankruptcy/insolvency

* 1. Without restricting any other legal rights and remedies 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:
     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
     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
     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.
  2. On termination of the contract for any reason:
     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
     2. Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

## Events that are beyond our control

* 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 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.
  2. 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 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.

## Invalid clauses

* 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.

## Changes to these terms and conditions

* 1. We reserve the right to change and/or amend these terms and conditions where such a change arises from changes in regulations or legislation affecting us.
  2. We reserve the right to change and/or amend 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.

## Assignment

* 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.

## Rights of Third Parties

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

## Governing Law and Jurisdiction

* 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 and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
  2. In the event of any provision of the contract being found by a court with jurisdiction to be void or unenforceable in full or in part, then that provision or part of it shall be removed, but the remainder of the contract shall remain in force and effect.

## General

* 1. The headings inserted in the terms and conditions are inserted only for convenience and shall not affect their construction.
  2. If there are two persons named in Part A, then the contract is made on a jointly and severable basis.

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

If you require any assistance in completing this form, please contact us.