

## Parent Carer Contract 2019-2010

### **Please read the Registration Form and Parent Contract very carefully if you wish to register your child for a place on Nursery waiting list.**

This document details the agreement, contract between Children First and the parent(s) and/or carer(s) of a child. All relevant documents must be agreed and signed prior to a child being placed on our waiting list. If a place is taken up Nursery settling and starting will be agreed in due course.

**Hours of Operation:** Nursery operates Monday to Friday 7:30 a.m. to 6:30 p.m. in our Buckhurst Hill Nurseries and 8:00 am to 6.00 p.m. at Independent Place Nursery. Nursery closures are for public holidays and just over a week during the Festive closure. The festive closure varies from year to year. Details of this closure are published in advance. There are usually one or two annual team training days before Nursery reopens in January.

**Registration and starting at Nursery:** Registration and the fee for this, is for enrolment on our waiting list and is non-refundable. We always endeavour to accommodate parent/carer's requirements. Please inform us of changes in your child's starting plans at Nursery. We are unable to guarantee availability at the time of registration. We are able to confirm availability one calendar month before preferred start dates. This is because of the statutory numbers for registration, existing children's patterns of attendance occasionally changing, alongside siblings being prioritised, transitioning for existing children once reaching a stage of development and children changing days due to parents requirements.

Availability between enrolment date and requested start date may vary. Our Pre-School children leave during each Summer to go to school, therefore availability for new starters is significantly stronger during the months of June, July, August and September. The registration fee is non-refundable, contributing to administration time for loading data onto Nursery programmes, liaising with parents and managing a child's place on the waiting list. The fee does not guarantee the start date Parents/Carers have requested.

In order for your child to start at the nursery you **must** provide:

- Signed and fully completed Enrolment Form and Contract. Due to our Safeguarding Policy we cannot accept partially completed Enrolment forms, unless the child's details are missing as the parents are pregnant.
- Photographs of parents all authorised collectors and password.
- Birth Certificate.
- Child's Red Book.

**Settling at Nursery:** All children are offered up to three settling sessions. We work very closely with parents and carers whilst settling into the Nursery routine. Very occasionally parents request further settling and due to ratios of staff we offer these on a paid hourly basis.

**Nursery Fees and Attendance:** 'Extras' are included in the full session fee but not when a child claims Free Early Years Entitlement. 'Extras' include specialist teacher sessions, special events, new experiences, healthy snacks, meals, fruit and drinks served during sessions attended. Fees are calculated monthly and are payable in advance on 24th of the month by standing order or bank transfer. Fees are payable in all cases of non-attendance, Bank Holidays and during the Festive closure which varies from year to year. Prior arrangements with the Manager for extra sessions, early drop off or extension of sessions may be available if ratios permit. Respective fees apply. Ad hoc exchange of sessions is not available. A month's notice is provided by email of the annual fee review at Nursery. Parents/carers agree to pay their fees on the due date in a timely manner. This avoids Managers time being taken up in chasing. Manager's role is continuously develop the Nursery and provide, 'Outstanding,' care and education in Nursery.

A child's fully funded attendance hours may not include the 'extras' above, these will be invoiced if a child is receiving their Free Early Years Entitlement, or FEEE, during a session. All children attend either a Monday or a Friday. Children must attend at least 2 days per week up to 3 years old and 3 days per week once they

are 3 to ensure they benefit from the pre-school curriculum. Head Office may consider requests to attend 2 days. FEEE for 15 hours and the additional 15 hours are funded for 38 weeks. We spread these 38 weeks over the year and deduct hours from the child's account. We do not accept FEEE for 2 year olds.

The FEE application date is set by the Local Authority, if a parent chooses to add extra sessions after this date the Nursery is unable to claim the extra hours until the next terms application so the full Nursery fee will be applied.

Children must attend the same session at Nursery on each day of their attendance. This enables children to enjoy the routine provides a settled routine in preparation for transitioning to school.

In cases of overdue fees the Nursery is entitled to charge interest and compensation at the rates prevailing from time to time under the Late Payment of Commercial Debts (Interest) Act on any sum, as well as before or after any judgement, not paid by the parent/carer by the due date. The Nursery shall be entitled to charge the parent/carer all and any reasonable costs incurred by the Nursery, whether administrative in terms of unreasonable admin times, collection or legal, in recovering, or attempting to recover, any payment due, by 24<sup>th</sup> of the month. In respect of collection costs it is agreed by us that the 10% of sum outstanding shall constitute a reasonable cost. It is also agreed that this shall be the agreed liquidated damages in respect of collection costs. A fine of £10 for each working day will be applied to late fees or part late fees from parents.

**Late Collections and Early Drop Off:** Children attend registered sessions. To receive high quality handovers parents/carers or authorised collectors must arrive at least 5 minutes before a child's session ends, particularly at busy times. If parents/carers think they will be late it is essential to contact Nursery as soon possible. Late collection charge is £10 per 10 minutes or part thereof. Time is always rounded up to the next ten minutes. Nursery reserves the right to make a permanent change of sessions if a child is persistently collected after their session ends, or is persistently dropped off early. We can only accept early drop off by prior email request and fee payment due to ratios.

**Data and Safeguarding:** Parents and carers agree to and must provide and update Nursery immediately of changes of their home address, workplace, mobile phone numbers and email addresses together with details in case of illness or emergency. Authorised collector's must be agreed in advance and on the Enrolment Form. Parents can change authorised collectors by making amendments and completing new forms. Passwords are always required. Prior authorisation from parents/carers is always required by email for an authorised collection. Phone calls are not sufficient on any occasion.

**Collection Policy:** We cannot let a child leave Nursery unless safeguarded. Children's safety and protection are paramount to our safer Safeguarding Policy as we are legally responsible for children whilst in our care. Passwords and authorised collectors forms and/or an email and images must be provided in advance. A phone call is not acceptable in safer safeguarding.

**Security and Safeguarding:** Nursery Safer Safeguarding Policy is very robust. Parents/carers must **not** let anyone else into the Nursery or outdoor learning area at any time. The use of mobile phones whilst on Nursery premises is strictly prohibited and is a breach of both Safeguarding and Parent Partnership Policies.

**Termination of Contract:** Parents/carers who wish to terminate their child's place, must do so by email and provide minimum of 1 months' notice. Fees are payable if a child does not attend the Nursery during the notice period. The Contract will be terminated by Children-First with immediate effect, if any of the following apply:

- Conduct which upsets the children in our care or is unsuitable for children to witness or hear.
- Verbal or physical abuse, rudeness, threatening or inappropriate behaviour against Nursery team members or any other person at Nursery.
- Failure to adhere to our fee policy.
- Failure to adhere to Nursery Policies, in particular Safeguarding Policy and Parent Partnership Policy.

**Reduction or increase in days, times or sessions:** Email requests for increases in sessions will be accepted for our internal waiting lists and offered as soon as possible. We accept requests by email to reduce session times or amount of days one month in advance to allow Managers time for recalculation and reprogramming. A £25 charge is applied for each calculation that is requested for reduction. This covers the admin costs. A reduction must be for a minimum period of three months. If an increase is requested within the three month period immediately after the change, this will void the reduction request. The sessions that would have been booked before the reduction will be charged and payable in full. These sessions will be added to the invoice along with fees. This is due to the disruption caused in relation requested changes and reversion. This is as frequent changes affect the smooth and effective running of the Nursery, planning of educational programmes, very high ratios of staff to children across the settings and the significant loss of management time in recalculation and reprogramming the First Steps Programme. Variations of this clause will only be considered by Head Office in very significant hardship cases or exceptional circumstances.

**Requests for ad hoc sessions:** We will always try to offer parents and carers extra sessions when they request them. Requests for one off additions must be emailed to the Manager. These are accepted no more than one week in advance due to registers requiring formatting. These are invoiced immediately and must be settled before the session. Extra sessions may become available one day or on the day requested and will be invoiced for payment. Managers are only be able to respond when the requested session becomes available. Should Parents or Carers not require the session after sending an email request to the Nursery they must email the Nursery and cancel the request. Once offered and invoiced the session cannot be cancelled and the invoice must be settled by the due date.

**Child Sickness Policy and Urgent Parent Contact:** Children who are unwell neither benefit, nor enjoy Nursery and risk spreading infection to other children and our team. It's in the child's best interests to be in the care of their parents/carers when ill. It is agreed that a child who is ill with fever, infection, diarrhoea, sickness, communicable disease or other types of illness that may be passed onto others, with the exception of the common cold will remain with parents/carers. Children prescribed antibiotics cannot attend Nursery until they have completed at least 48 hours of medication. Children who have had sickness and/or diarrhoea illness must not attend for 48 hours after a normal stool and/or sickness ceases. If a child becomes ill or has an accident at the Nursery, parents/carers will be contacted and urgently collect their child. A permission form for administration of Piriton and Calpol is to be signed by parents before a child starts. These are both used in an emergency. Parents/carers will be contacted in an emergency. If a child is administered either of these medicines they must be collected urgently from Nursery. Children who have had Calpol due to being unwell before attending the nursery must stay at home for 24 hours.

**Personal Property and Belongings:** The Nursery is not responsible for losses or damages to any parents, carer's or child's property or belongings including buggies. Every reasonable effort will be made by the nursery team to ensure that property or belongings of any parent, carer or child are not damaged. It is parents and carers responsibility to ensure that **all** children's clothing and possessions are labelled. Toys, books and equipment should be left at home.

**Holidays and other Absences:** Parents/carers must inform us if their child is going to be absent from Nursery. Government legislation in Prevent Duty 2015 and The Serious Crime Act 2015 applies to Nursery safeguarding requirements. Parents/carer's must inform us of any absences of four days or more in advance. We are required to report unnotified absences of more than 4 days to the Children's Social Care Team.

**Buggy Storage:** There is a buggy store at each Nursery. Buggy storage is very limited, to provide precious outdoor spaces. Parents/carers **must** provide a small collapsible 'umbrella' type buggy for the buggy storage. Buggies are left at parent/carers own risk. It is suggested that Parents/carers provide a buggy padlock,

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**Nursery Photos, CCTV and Videos:** Children will have their images and engagement in activities taken daily whilst at Nursery. These are used in developmental evidence of a child's personal learning journey. Children's images are recorded in group situations and children are not always the main subject that will be part of another child's development profile. There are children's images in Nursery, monthly newsletters, weekly catch ups, Facebook, other promotional material, social media, our website and newspaper articles. During special events parents and carers may be given the opportunity to film the event; permission for this will be sought at the event from all parents and carers present. On rare occasions images of children may be reviewed after an accident or incident by senior managers, and shared with team members, insurers, solicitors or the insurers agents and other relevant authorities.

**Nursery Policies:** Policies are robust and safeguard children, ensuring safe and effective Nursery practice. Policies are available from Nursery Managers and our website [www.children-first.info](http://www.children-first.info). Policies are updated periodically, when law changes or as required to facilitate the safe and effective running of Nursery. Parents are notified of significant updates, minor changes may not be notified.

**Misrepresentations Act 1967:** Neither the Contract, Prospectus, Policies, terms and conditions, nor any other documents shall not be construed as containing misrepresentations under the Misrepresentation Act 1967. All statements made in Nursery documents are statements of opinion, given in good faith and believed to be true, but must not be regarded as representations on the basis of which children are registered or take up a place offered at Nursery.

**Agreement between Parent/Carer and Children First:** We have the highest expectations for education and care of the children. Signing this contract and our Enrolment Form confirms your agreement to all of the terms and conditions as detailed in this Contract, our Enrolment Form and Nursery Policies. We reserve the right to update or amend this Contract, our Policies and procedures and Nursery opening times without notice should this be required to facilitate the safe, healthy and effective running of Nursery and safeguard children.

**Please email the Nursery Manager with any questions regarding aspects of the Contract, Enrolment Procedures or Policies or our waiting list, prior to signing confirmation of agreements. Please return the documents fully completed including images. I/we understand that this contract is updated at least once a year and we understand that all and any updates of Policy and this Contract apply to us and our child/children. This contract enables children to be given a place on our waiting list. We welcome questions or queries as it ensures transparency and develops outstanding partnership. Parents and Carers confirm they understand the contract when signing below.**

Name of Parent/Carer: ..... Signature of Parent/Carer: .....

Relationship to Child: ..... Date:.....

Name of Parent/Carer .....Signature of Parent/Carer: .....

Relationship to Child: ..... Date: .....

Signature on behalf of Children First: *Sarah Barreth* Nursery Director