

## PART A

This contract is between the undersigned parents / carers and Play B C Preschool. Play B C Preschool is a limited company, number 08939695. The registered and service address is Elm Grove Hall, Butter Hill, SM6 7JD.

Please read carefully the Terms and Conditions in Part B, which apply to this contract.

<b>Child or children's names</b>					
<b>Parents' / carers' names</b>					
Sessions (please circle)	Mon	Tues	Wed	Thurs	Fri
	BC	BC	BC	BC	BC
	am	am	am	am	am
	LC	LC	LC	LC	LC
	pm	pm	pm	pm	pm
	APC	APC	APC	APC	APC
Current fees	£18.00 per session, payable a half term in advance by the first day of the half term to which they relate. £5.00 per breakfast club. £4.50 per lunch club. £3.50 per hot lunch. £9.00 per after preschool club.				
Charges for late collection	£6.00 between 15 and 30 minutes, plus £1.50 per each 15 minutes thereafter.				
Notice required to terminate this contract	Half a term's written notice is required to be given on either side that is by the last day of the preceding half term. Short or no notice will incur a half term's fees.				

I hereby agree to abide by this contract and terms and conditions

Signed.....  
Parent / guardian

Date.....

Signed.....  
Parent / guardian

Date.....

Signed.....  
Play B C Preschool

Date.....

## **PART B – TERMS AND CONDITIONS**

### **1. Definitions**

i. The definitions below apply in these terms and conditions.

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

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

**“Services”** the services of a preschool during the sessions indicated in Part A  
(excluding school and public holidays, together with any other services which we provide, or agree to provide, to you;

**“Us”** Play B C Preschool as named in Part A.

ii. A reference to **writing** or **written** includes faxes and email.

iii. 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**

i. A contract for the Services will be formed between you and us, once you have given us a signed, fully completed, Admissions form, Contract and a £15 booking fee, and we have confirmed to you in writing that your application for a place has been successful.

ii. These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

iii. A policy issued to you by us,

iv. A letter that is signed by both you and us.

v. In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

### **3. Duration of the contract**

i. The contract shall last until it is terminated by either you or us giving to the other, in writing, at least a half term's notice. However, the contract can, in some circumstances be terminated immediately under clause 18.

ii. You are liable for fees during the notice period.

### **4. Suspension of Services**

The Services may be suspended (meaning the Child is temporarily not able to attend the preschool) 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**

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**

- i. You shall:
- ii. Co-operate with us;  
Provide to us such information as we may reasonably require about the Child eg
  - 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
  - Your contact details and those of persons authorised to collect the Child.
- iv. You must (a) ensure that the Child's information is accurate and (b) kept up-to-date, by promptly informing us whenever they change.
- v. As regards arrivals and departure of a child, please refer to the preschool's Arrivals and Departures Policy. Please ask for a copy of it if necessary.
- vi. 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.
- vii. 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**

- i. You shall pay the charges as set out in Part A.
- ii. Charges are due even if the Child is absent.
- iii. We will not charge for bank holidays and / or staff training days.
- iv. VAT is not charged on preschool fees (nursery provision is an exempt supply for VAT purposes).
- v. The quoted charges are per Child, per session. Breakfast club is forty five minutes; a preschool session is three hours; lunch club is forty five minutes; three thirty club is a maximum of an hour and a half.
- vi. Lunch club is available at an extra charge. Packed lunches must not contain any nuts, sweets or fizzy drinks.
- vii. Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked and paid for at least 24 hours in advance.
- viii. The charges must be paid half termly in advance, by the first day of the half term.

- ix. All payments must normally be made by direct debit or childcare vouchers. We may agree to payment by cash, cheque or major credit/debit card, but it is your responsibility to obtain a receipt 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 a reasonable administration fee (currently £15).
- x. Should we increase our charges we will give you written notice of any such increase at least a half term before the proposed date of increase.
- xi. Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
  - 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 Barclays Bank, 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.
  - Charge you a reasonable administration fee (currently £15); and
  - Suspend all Services until payment has been made in full, which will include the suspension of the Child or even termination of the contract permanently.
- xii. If you are 30 days or more late in paying us, 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 15 days of notification of them to you.
- xiii. 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**

You are required to give us a half term's written notice of a reduction in the number of sessions you require.

## **9. Free education entitlement**

- i. If you wish to take up your free education entitlement, you are required to complete and sign a Parental Declaration on a termly basis, detailing how and when you will take up the free sessions.
- ii. Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we will charge for lunch club unless it included within free entitlement hours.
- iii. The registration fee will be waived for parents / carers in receipt of two year funding.

## **10. Welfare of the Child**

- i. 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.
- ii. We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our preschool and rights and freedoms of others.
- iii. We will offer physical contact in accordance with good practice, and as is appropriate and proper for teaching, in connection with health and welfare, or to maintain safety and good order. Comfort will be provided to a child in distress.
- iv. Nappies must be provided for the Child if they are not toilet trained.

- v. Please refer to the preschool's Behaviour Policy for information on behaviour management techniques and sanctions.
- vi. Please refer to the individual policies and procedures (ask for a copy where required) for more information on emergency procedures for accidents, evacuations, incidents and allergic reactions.

## **11. Health and medical matters**

- i. Should the Child become ill during a session the preschool will contact you or emergency contact indicated on the Admissions Form. You must inform us immediately of any changes to these contact details.
- ii. Our priority at all times is the Child, therefore should any condition present which requires more than first aid, an ambulance will be contacted first and then parents / carers or emergency contact next.
- iii. If the Child is suffering from a communicable illness, he / she should not be brought to the preschool until such time as the infection has cleared. Please refer to our Illness Policy for information on minimum periods of exclusion from preschool.
- iv. You must notify the preschool if the Child is absent from preschool through sickness.
- v. If the Child has been sent home from preschool because of ill health, he / she will not be re-admitted for at least 24 hours. If the Child has sickness or diarrhoea, he / she should not return to preschool for 48 hours from last episode.
- vi. Generally we do not administer medication unless prescribed. Please refer to the preschool Medication Policy for further information.
- vii. Please also see clause 6.1.2 on matters we need to be informed about.

## **12. Food / dietary requirements**

- i. If your Child has a special dietary requirement or any allergies as diagnosed by a doctor or dietician, all reasonable care will be taken to ensure he / she does not come into contact with those foods with support from parents and external professionals if necessary.
- ii. Packed lunches cannot be heated by us.

## **13. Child protection**

We have an obligation to report to the relevant authorities any child protection concerns, and we may do without your consent and / or without informing you.

## **14. Limitation of Liability**

- i. 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).
- ii. All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- iii. 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, we shall not be liable for:

- a. Any loss or damage to any toys, equipment or bags, clothing etc you may bring into the preschool;
  - b. Loss of any profits, or consequential loss
- iv. 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.

## **15. General Data Protection Regulations**

- i. You agree that details of your name, address, payment record and personal data will be processed by and on behalf of us in connection with the Services. Please inform us of your preferences on the registration form.
- ii. We will take photographs and / or videos of your Child for assessment. In addition we may take photographs for promotional purposes. Should you not wish for your Child to be included in such photographs or videos, please inform us by completing the 'media form' given to you on admission, or by writing to the preschool.

## **16. Security**

Parents are welcome to visit the preschool, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

## **17. Complaints and Concerns**

Please address any complaint or concern to the Lead Teacher. Please also refer to our complaints policy.

## **18. Termination for breach of contract, or bankruptcy/ insolvency**

- i. 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:
  - a. The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 15 days or more; or
  - b. 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
  - c. 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.
- ii. On termination of the contract for any reason:
  - a. 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

- b. 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**

- i. If any event beyond our reasonable control (eg 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 preschool without liability to you and we will not charge you for the fees for the period of closure. We will keep you informed, in such an event.
- ii. If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the preschool even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the preschool is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc; also, should we be denied access to the premises.

## **20. Invalid clauses**

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**

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

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**

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**

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**

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.