

# Parent Contract and Terms and Conditions

## PART A

This contract is between:

**Woodlands Preschool (Warners End) Ltd** the address of which is **Woodlands Preschool, Gravel Lane, Warners End, Hemel Hempstead, HERTS, HP1 1RZ** and **All Parents/Carers.**

## TERMS AND CONDITIONS

### 1. Definitions

1.1 The definitions below apply in these terms and conditions.

**“Child”** the child or children who attend/will attend Woodlands Preschool (Warners End) Ltd

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

**“Us/We”** Woodlands Preschool (Warners End) Ltd.

1.2 A reference to **writing** or **written** includes email.

### 2. Formation of the contract

2.1 A contract for the services will be formed between you and us once you have given us a signed, fully completed, registration form and a £25 booking 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.

### 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] months' notice. 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**

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.

#### **5. Our obligations**

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

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a child and as such we cannot continue to adequately provide for that child (or admit them as the case may be) then we shall be permitted to request that you withdraw the child without being charged fees in lieu of notice.

#### **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 about:

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 affecting the child;

6.1.2.1.5 Any concerns about the child's safety; and

- 6.1.2.2 Your contact details, and those of your 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 in writing whenever they change.
  - 6.2.1 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.
- 6.3 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.
- 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 will be invoiced on or around the 24<sup>th</sup> of each month for the following month's fees. The Fees must be paid by the 1<sup>st</sup> of every month.
- 7.2 Where the child is unable to attend but our service remains available full charges will be due.
- 7.3 VAT is not charged on preschool fees (preschool provision is an exempt supply for VAT purposes).
- 7.4 Extra sessions will be charged for (at the ruling rate) and must be booked for at least 24 hours in advance.
- 7.5 The fees must be paid monthly in advance, by the 1<sup>st</sup> day of the month.
- 7.6 All payments must normally be made by BACS, tax credits, or childcare vouchers. No payment shall be deemed to have been made until it is cleared into our bank account.
- 7.7 We may increase our charges at least once per year. We will give you written notice of any such increase at least one month before the proposed date of increase.
- 7.8 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
  - 7.8.1 Make an interest charge of up to 1.5% per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with the overdue amount. In addition we will be entitled to recover

from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis; and

7.8.2 Suspend all services until payment has been made in full, which will include the suspension of the child's place, or even terminate the contract permanently.

7.9 If you owe us any money, and make a claim against us, we may offset what you owe us against what you are claiming from us.

## **8. Reducing sessions**

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

## **9. Government funded preschool education**

9.1 If you wish to take up your funded preschool education place, you are required to complete and sign a Parent/carer declaration on a termly basis, detailing how and when you will take up the funded sessions.

## **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 preschool and rights and freedoms of others.

10.3 Your consent to such physical contact as may be lawful 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 Parents/carers of children who are not potty trained must provide nappies. We will provide wipes.

10.5 Regarding behaviour support techniques and sanctions, please refer to the preschool's 'Promoting positive behaviour' policy. Please ask for a copy of it if necessary.

10.6 The preschool uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

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

11.1 If the child becomes ill during the preschool session the preschool 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. If your child requires urgent medical attention while under our care, we will, if practicable, attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic, operation, or blood transfusion, unless you have previously notified us you object to blood transfusions).

11.2 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. A full copy of our infection control policy is available from the preschool manager. Please refer to the illnesses and communicable diseases list supplied in your information on minimum periods of exclusion from the preschool.

11.3 You must notify the preschool manager if the child is absent from the preschool through sickness.

11.4 If the child has vomiting or diarrhoea they are not allowed in to preschool for 48 hours from the last episode.

11.5 As regards medication, and the administration of it to a child, please refer to the preschool'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 and 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 your child does not come into contact with certain foods with support from parents and external professionals should the need arise.

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

We have an obligation to report to the relevant authorities any suspicions we have that your child has suffered neglect or abuse, and where necessary we may do so 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, 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.

14.4 We shall not be liable for:

14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our preschool;

14.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and

14.5 Subject always to clause 14.3, 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. Data protection**

15.1 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 preschool manager.

15.2 Any personal data related to you or your child will be dealt with in accordance with our GDPR privacy notice, which can be found at [www.woodlandspreschool-we.co.uk](http://www.woodlandspreschool-we.co.uk)

## **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 supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the preschool manager. Please also refer to our Complaints and compliments policy which shall apply to any complaints received by us.

## **18. Termination for breach of contract, bankruptcy or 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, epidemic or pandemic 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 time the preschool is closed. We will keep you informed, in such an event.

19.2 If the preschool is forced to close for reasons beyond the preschool's control or 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 a retainer of [50%] of your regular monthly fee to enable the preschool to hold your child's place and cover unavoidable ongoing overheads during this time. For example, we may close because of severe weather conditions, outbreak of flu, swine flu, any epidemic or pandemic or other illnesses etc. [Also, if the owner of the premises closes the premises and denies us access.]

## **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**

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 will review the contract annually and any changes will be agreed in writing and signed by each party.

**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.