

Butterflies Childcare Parent Contract and Terms and Conditions

PART A

This contract is between:

Butterflies Childcare Ltd a limited company with company number 7364939, the principal address of which is 20 Beulah Road, London, SW19 3SB and,

Parent Name: _____

Parent Address: _____

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

Child's Name					
Hours of attendance (tick as appropriate)	Mon am pm	Tue am pm	Wed am pm	Thu am pm	Fri am pm
Current fees	£ per calendar month, payable by the 25 th day of the preceding month to which they relate.				
Enrolment Fee	£150.00 This is a non-refundable fee and entitles the Child to 12 hours of settling in. In the event that the place is not taken up, this fee will not be refunded.				
Charges for late collection of the Child	£2/minute that you are late in collecting the Child				
Notice required to terminate this contract	Two months (whether it is you or us who wishes the Child to stop attending, two month's written notice is required to be given). Once notice has been given, you may not reduce your days during the notice period. The notice period fees will be based on your last billed invoice before you gave notice.				
Do you consent to our calling an ambulance in the event of an emergency?	Yes/No				

Signed for and on behalf of Butterflies Childcare Ltd

Position in nursery:

Signed - (both parents/carers to sign)

Mother/Carer: Legal Guardian: Y/N Date

Father/Carer: Legal Guardian: Y/N Date

Agreement for payment of fees

Child's name.....

Parent's name.....

Person responsible for payment of fees:

Name.....

Address.....

.....

..... postcode.....

Telephone:

Day.....

Evening

Mobile

I hereby agree to pay the fees for the above Child on the date they fall due

Signed..... Date.....

Preferred payment method (circle):

Direct Debit/Standing Order	Cheque	Cash
Credit Card	Childcare vouchers/ Tax Free Childcare	Other - specify

Please make all payments to the following bank account:

Bank Name: HSBC

Account name: Butterflies Childcare Limited

Account number: 32148412

Sort code: 40-07-30

Ref: Child's Name

PART B – TERMS AND CONDITIONS

1. DEFINITIONS

1.1 The definitions below apply in these terms and conditions.

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

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

“**Services**” the services of a day care nursery during the days or half days indicated in Part A excluding bank and public holidays and 3 INSET days per year, together with any other services which we provide, or agree to provide, to you;

“**Us**” the nursery named in Part A.

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

1.3 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

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, enrolment form and a £150 enrolment fee and we have confirmed to you in writing that your application for a place has been successful. If you are unsure of the days you require, we advise you to reserve two days initially and then increase the days once you know which days you require. Any days that are reserved on the enrolment form will be payable from the registered start date. Please see Clause 9 regarding increasing and decreasing sessions.

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

2.2.1 A Parent Handbook issued to you by us

2.2.2 Our Policies & Procedures issued to you by us via email, or information that is publicly available on our website: www.butterflieschildcare.co.uk

2.2.3 A letter/document that is signed by both you and us.

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

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 two full calendar months' notice. However, the contract can, in some circumstances be terminated immediately under clause 19.

3.2 You are liable for the fees during the notice period. If you fail to give proper notice, you will be charged until full notice has been given and accepted in writing. You may not reduce your days during the notice period. The notice period fees will be based on the fees highlighted in the last invoice that you received before giving notice.

4. **SUSPENSION OF THE SERVICES**

4.1 The Services may be suspended (meaning your Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 20. 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**

5.1 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.

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 We will contact parents immediately should your Child become unwell during the day. In the case of Butterflies staff being unable to contact the parent, the nursery reserves the right to contact your Child's own GP and if necessary, accompany your Child to hospital in an emergency.

5.4 Operate a waiting list which will be based on the following criteria:

5.4.1.1 The date the application is received and those who have been on the waiting list for the longest time.

5.4.1.2 If children already have siblings at the nursery

5.4.1.3 Children who are currently attending the nursery who wish to change their days. This includes any additional sessions and/or extended hours.

5.5 Whenever possible provide ongoing verbal updates to your Child's progress along with parents evening which will take place every 3 months

5.6 We reserve the right to suspend your Child's nursery place if:

5.7 Your Child displays consistent signs of unacceptable behaviour or endangers the safety and well-being of another child or adult at the nursery. If these issues are unresolvable, then the suspension may lead to termination, however we will endeavour to work with parents, third parties or agencies that will assist in alleviating your Child's behavioural issues

- 5.8 Both parties reserve the right to terminate this Agreement in writing if the duration that your Child is suspended exceeds one month.
- 5.9 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for your Child and as such we cannot continue to adequately provide for your 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 your Child, for example:
 - 6.1.2.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;
 - 6.1.2.2 Any prescribed medication; You will be required to complete a Medication Administration and Storage Form if at any time Butterflies staff are required to administer any prescribed medicines to your Child. Over the counter medications will not be administered by Butterflies Childcare with the exception of Piriton, Calpol and Sudocrem. Please refer to our Medication Policy.
 - 6.1.2.3 Any lack of any vaccination which your Child would ordinarily have by their age;
 - 6.1.2.4 Any family circumstances or court orders affecting your Child and provide us with a copy of such order on request and signing as a Legal Guardian above.
 - 6.1.2.5 Any concerns about your Child's safety; and
 - 6.1.2.6 Your contact details, and those of your authorised persons who may collect your 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.
- 6.3 As regards arrivals and departure of your Child, please refer to the nursery's Arrivals and Departures Policy.
- 6.4 Keep your Child from attending the nursery if they are poorly and upon their return to Butterflies, we will ask you to identify your Child's illness so that we can update our health records and to avoid the spread of contagious illnesses to other children

- 6.5 Children suffering from sickness are asked to stay away from the nursery for a recommended period of time, details of which are set out on our website under our Health & Safety Section and in our Sickness & Illness Policy.
- 6.6 Provide the nursery with up to date details of authorised adults permitted to collect your Child. If the person collecting your Child is not usually responsible for collecting them, then we require you to provide us with your unique password before we will release your Child.
- 6.7 Immediately inform us if you are unable to collect your Child from nursery by the official collection time. A late payment charge of £2 per minute after the contracted collection time will be added to your next monthly fee or you will be asked to make payment in cash.
- 6.8 Notify us at the earliest opportunity of any dates on which your Child will not be attending the nursery.
- 6.9 Provide your Child with a toothbrush if you wish your Child to wash their teeth after meal times or at any point during the day.
- 6.10 Provide your Child with waterproof clothing and at least one spare change of clothes. All clothes must be clearly marked with your Child's name as Butterflies do not take responsibility for any loss or damage to your Child's property.
- 6.11 Supply Butterflies with all baby changing products including wipes, nappies, creams and sun-creams.
- 6.12 Parents are expected to abide by the nursery Policies & Procedures at all times, a copy of which is available in the nursery foyers and will be issued via email during the registration process. It also available on our website and please email the Nursery Principal for the password if you have already registered your details with us. Failure to reasonably comply with the nursery Policies & Procedures may result in termination of this agreement.
- 6.13 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.

7. EMPLOYMENT OF STAFF

- 7.1 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.
- 7.2 In the event of termination of this Agreement and for six months after the date of termination if you either directly or indirectly breach either/or clauses 7.3 and/or 7.4 outlined below, then you shall pay us a sum representing 20% of the identified member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff. Therefore, you will not be permitted to:

- 7.3 Employ or otherwise engage childminding services of any member of Butterflies staff who has had contact with your Child under this Agreement in the last 6 months.
- 7.4 Allow or permit the provision of any childcare services including nurseries, after or out of school day care to your Child/children by any member of Butterflies staff who has had contact with your Child under this Agreement in the last 6 months.
- 7.5 Should parents wish to employ the services of Butterflies Staff for ad hoc babysitting out of Nursery hours, they will be required to pay a fee of £30 per year. They shall be required to sign a disclaimer agreement, which shall exempt Butterflies Childcare from any potential claims of injury, loss, damage, liability, or costs arising from an act of negligence or expense or compensation suffered or incurred by the Parent as a result of employing a Butterflies member of staff for such babysitting services.

8. CHARGES AND PAYMENT

- 8.1 You shall pay the charges as set out in Part A.
- 8.2 Charges are due even if your Child is absent from nursery. The nursery does not permit swap days. Any days requested outside the normal attendance pattern will be charged at the daily rate of £80/day.
- 8.3 We will charge for bank holidays and staff training days.
- 8.4 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 8.5 The quoted charges are per Child, per core day meaning **11 hours** from 07.30 to 18.30 including, breakfast, lunch and tea. Half days run from 07.30 to 12.30 (5 hours) or 13.30 to 18.30 (5 hours)
- 8.6 Extra hours (or parts of an hour) will be charged for (at the ruling rate according to age range) and must be booked and paid for at least 24 hours in advance. The nursery does not offer swap days, so if your Child does not attend on a booked session then you will unfortunately not be permitted to swap this missed session for another free of charge.
- 8.7 The charges must be paid monthly in advance, by the **25th day of the preceding** month. For example, March Fees would be due on 25th February, April Fees would be due on 25th March etc.
- 8.8 All payments must normally be made by direct debit/standing order or childcare vouchers. We may agree to payment by cash or cheque, but it is your responsibility to obtain a receipt from the nursery manager 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 £20.00 per processed item)
- 8.9 We may increase our charges once per year. We will give you written notice of any such increase **one** month before the proposed date of increase.

8.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:

8.10.1 Make a late payment charge of £8/day on late payment. Unless otherwise notified to you in writing, late payment charges 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 late payment charge 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.

8.10.2 Charge you a reasonable administration fee for pursuing late fees currently £20.00 per item.

8.10.3 Charge you a reasonable administration fee for overpayment or payments made in error currently £20.00 per item. Refunds may take up to 30 days to complete.

8.10.4 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

8.11 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.

8.12 Butterflies Childcare offer a discretionary 10% discount for siblings where the discount is provided for the eldest Child and both children must attend nursery for more than 3 full days.

8.13 If you wish to take your Child out of nursery for more than one month you are liable to pay fees at the full monthly rate. You may receive a discount on the 2nd month's fees, but this is at the discretion of the Butterflies Finance Team and is not guaranteed. If you wish to reinstate your Child at nursery after a two-month period from leaving, an enrolment fee of £150 is payable. This does not include any settling in provision.

8.14 Every Child that attends Butterflies is invited to attend a settling in period of 12 hours which is provided as part of the Enrolment Fee. You may feel that your Child needs more hours to settle and extra settling in sessions are available at a cost of £10/hour. This payment should be made along with the enrolment fee and is non-refundable in cases where a place has been accepted and a parent changes their mind.

9. REDUCING AND INCREASING SESSIONS

9.1. You are required to give us one month's written notice of a reduction or increase in the number of sessions you require. If you wish to terminate this contract, you are required to give us two month's written notice. Once notice has been given, you are not permitted to reduce your days during the notice period. The notice period fees will be based on the attendance pattern highlighted in your last billed invoice before you gave notice.

- 9.2. Due to high demand for nursery places, the nursery offers a minimum of 3 half day sessions or 2 full days per week.
- 9.3 Butterflies Childcare reserves the right to change your Child's minimum weekly hours of attendance at nursery subject to Butterflies Childcare providing one month's written notice.

10. FUNDED NURSERY EDUCATION

- 10.1 If you wish to take up your funded nursery education for 2, 3 and 4 year olds, you are required to complete and sign a Merton Early Years Parent Declaration Form on a termly basis, detailing how and when you will take up the funded sessions.
- 10.2 Our charges will not be made in respect of the funded sessions as detailed in the Parental Declaration Form, but we are entitled to make a reasonable charge for meals, additional activities, consumables and quality premium provided during any funded session. You will also be required to sign our Butterflies Funding Contract which sets out how we deliver funded and unfunded sessions. Unfortunately, due to the high number of children attending the nursery with serious allergies we cannot offer the option for your Child to bring a packed lunch.

11. WELFARE OF THE CHILD

- 11.1 We will do all that is reasonable to safeguard and promote your Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 11.2 We will respect your 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.
- 11.3 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 your Child in distress, or to maintain safety and good order, or in connection with your Child's health and welfare.
- 11.4 Parents of children who are not potty trained must provide disposable nappies with their Child's name clearly printed on the nappy packaging.
- 11.5 Parents should provide sealed formula milk for bottle feeding babies. Bring in your infant's bottle sterilised and fully assembled with the teat and lid in place. This prevents the inside of the sterilised bottle and the inside and outside of the teat from being contaminated. Provide the formula powder inside its original container. This is the best way for practitioners to ensure they are preparing feeds correctly, in accordance with the guidelines detailed on the packet or tin. Label the formula container with your Child's full name and date of opening.

- 11.6 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- 11.7 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.
- 11.8 The nursery 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.

12. HEALTH AND MEDICAL MATTERS

- 12.1 If your Child becomes ill during a nursery session the nursery 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 or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions).
- 12.2 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. For more information please refer to our Nursery Policy and Procedures and Parent Handbook.
- 12.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.
- 12.4 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. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.
- 12.5 As regards to medication, and the administration of it to a Child, please refer to the nursery's Medication Policy in the Nursery's Policies and Procedures or Parent Handbook.
- 12.6 Please also see clause 6.1.2 on matters we need to be informed about.

13. FOOD/DIETARY REQUIREMENTS

- 13.1 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.
- 13.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

14. 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.

15. LIMITATION OF LIABILITY

15.1 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).

15.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.

15.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.

15.4 We shall not be liable for:

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

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

15.4.3 Subject always to clause 15.3, 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.

16. DATA PROTECTION

16.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.

16.2 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 via the All About Me Form, or by writing to the nursery manager.

16.3 Any personal data related to You or your Child will be dealt with in accordance with our Data Protection and Confidentiality Policy, which can be found in our Policies and Procedures.

17. SECURITY

Parents are welcome to visit the nursery, 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.

18. COMPLAINTS AND CONCERNS

18.1 Customer satisfaction is of the utmost importance to us and we endeavour to address any complaints within a reasonable time period and all matters will be treated in the strictest confidence. Any complaints should initially be discussed with your Child's key worker. If you feel that the complaint has not been resolved satisfactorily, you are requested to report the complaint to the Principal. Failure to resolve the complaint at this stage will be referred to the Proprietor and potentially Ofsted depending on the severity of the complaint.

19. TERMINATION FOR BREACH OF CONTRACT, OR BANKRUPTCY/INSOLVENCY

19.1 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:

19.1.1 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

19.1.2 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

19.1.3 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.

19.1.4 You behave unacceptably or unreasonably or fail to cooperate with nursery guidelines. We will not tolerate any physical or verbal abuse towards staff.

19.2 On termination of the contract for any reason:

19.2.1 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

19.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

20. EVENTS THAT ARE BEYOND OUR CONTROL

20.1 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.

20.2 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. Also, we close if the owner of the premises closes the premises and denies us access.

21. 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.

22. CHANGES TO THESE TERMS AND CONDITIONS

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

22.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

23. 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.

24. 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.

25. RIGHTS OF THIRD PARTIES

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

26. 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.